


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6883617NSGB		PAGE 1 OF 81	
2. CONTRACT NO. N6883617P0594		3. AWARD/EFFECTIVE DATE 01-Jun-2017		4. ORDER NUMBER		5. SOLICITATION NUMBER N6883617R0030	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELAINE J. FLORENCE				b. TELEPHONE NUMBER (No Collect Calls) 904-542-1657	
8. OFFER DUE DATE/LOCAL TIME 07:00 PM 31 May 2017							
9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIVISION ELAINE FLORENCE BLDG 110 3RD FLOOR NAS JACKSONVILLE FL 32212-0097 TEL: 904-542-1657 FAX: 904-542-1088		CODE N68836		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 488310 <input type="checkbox"/> 8(A) SIZE STANDARD: \$38,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NAVAL STATION GUANTANAMO BAY SHAWN STACEY PORT SERVICES GUANTANAMO BAY		CODE N60514		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR MUNILLA CONSTRUCTION MANAGEMENT, LLC JUAN PEREZ 6201 SW 70TH ST 2ND FL MIAMI FL 33143-4718 TELEPHONE NO. 305-541-0000		CODE 0KCD4		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-CLEVELAND CENTER P.O. BOX 998022 FOR PAYMENT INQUIRIES CALL 800-756-4571 CLEVELAND OH 44199-8022	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,436,592.99	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Darryl Q. Nelson / Contract Specialist TEL: 904-542-1063 EMAIL: darryl.nelson@navy.mil		31c. DATE SIGNED 31-May-2017	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 81	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		10	Months	\$21,979.98	\$219,799.80
	NSGB Port Operations Services FFP Ship Movement Support - Harbor Tugs, Pusher Boat, Pilot, Line Handlers. Services are to be performed in accordance with the Performance Work Statement Section C 6.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A				

	NET AMT	\$219,799.80
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		10	Months	\$24,406.253	\$244,062.53
	NSGB Port Operations Services FFP Tugs and Pusher Boat Maintenance in support of Section C 6.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A				

	NET AMT	\$244,062.53
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NSGB Port Operations Services FFP Berth Day Support - Ferry Services. Services are to be performed in accordance with the Performance Work Statement Section C 7.0. MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A				\$0.00

NET AMT	<hr/>	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	NSGB Port Operations Services FFP Berth Day Support - Ferry Services. Navy FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$22,827.472	\$228,274.72

NET AMT	<hr/>	\$228,274.72
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		10	Months	\$22,827.472	\$228,274.72

NSGB Port Operations Services
FFP
Berth Day Support - Ferry Services.
JTF

FOB: Destination
MILSTRIP: N6883617NSGB
PURCHASE REQUEST NUMBER: N6883617NSGB
SIGNAL CODE: A

NET AMT	<hr/>	\$228,274.72
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					\$0.00

NSGB Port Operations Services
FFP
Berth Day Support - Ferry Services Maintenance in support of Section C 7.0.
Services are to be performed in accordance with the Performance Work Statement
Sections C 12.0, C 13.0 and C 14.0.
MILSTRIP: N6883617NSGB
PURCHASE REQUEST NUMBER: N6883617NSGB
SIGNAL CODE: A

NET AMT	<hr/>	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	NSGB Port Operations Services FFP Berth Day Support - Ferry Services Maintenance. Navy	10	Months	\$14,298.109	\$142,981.09
	FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A				
				NET AMT	<hr/> \$142,981.09

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	NSGB Port Operations Services FFP Berth Day Support - Ferry Services Maintenance. JTF	10	Months	\$14,298.109	\$142,981.09
	FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A				
				NET AMT	<hr/> \$142,981.09

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	NSGB Port Operations Services FFP Weight Handling Equipment and Lift Maintenance. Provide equipment and travel lift maintenance in support of Section C 17.0 in accordance with PWS Sections C 12.0 and C 14.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$14,972.689	\$149,726.89
NET AMT					<hr/> \$149,726.89

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	NSGB Port Operations Services FFP Berth Day Support - Facility Response Team Services (Oil Spill Response Operations). Services are to be performed in accordance with the Performance Work Statement Section C 8.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$8,473.799	\$84,737.99
NET AMT					<hr/> \$84,737.99

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	NSGB Port Operations Services FFP Berth Day Support - Facility Response Team Maintenance (Oil Spill Response Boat and Equipment Maintenance) in support of Section C 8.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$14,637.628	\$146,376.28
NET AMT					<hr/> \$146,376.28

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	NSGB Port Operations Services FFP Berth Day Support – Berth Day Boats, Dive Boats and Maintenance Services in support of Section C 9.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$9,378.551	\$93,785.51
NET AMT					<hr/> \$93,785.51

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	NSGB Port Operations Services FFP Waterfront Equipment Maintenance in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$26,641.232	\$266,412.32
NET AMT					<hr/> \$266,412.32

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	NSGB Port Operations Services FFP Yard Craft Maintenance (YC1639) in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$4,789.879	\$47,898.79
NET AMT					<hr/> \$47,898.79

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	NSGB Port Operations Services FFP Sound and Security Watch. Services are to be performed in accordance with the Performance Work Statement Section C 4.10. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$11,411.115	\$114,111.15
NET AMT					<hr/> \$114,111.15

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	NSGB Port Operations Services FFP Harbor Security Boats Maintenance (Harbor Security Boat, Trailer, Transport and Lift Maintenance) in support of Section C 10.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$13,234.228	\$132,342.28
NET AMT					<hr/> \$132,342.28

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	NSGB Port Operations Services FFP Contract Data, Plans and Reports Requirements. Services are to be performed in accordance with the Performance Work Statement Section C 24.0. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	10	Months	\$5,823.483	\$58,234.83
NET AMT					<hr/> \$58,234.83

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	NSGB Port Operations Services FFP WheelHouse Commercial Maintenance Program. Services are to be performed in accordance with the Performance Work Statement Section C 12.8.3. FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	1	Each	\$136,593.00	\$136,593.00
NET AMT					<hr/> \$136,593.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	NSGB Port Operations Services FFP The not to exceed (NTE) amount of \$1,000,000.00 is established under this contract for supplies and services. This CLIN will be incrementally funded based on approved purchases. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for purchases above the funded amount. Supplies and services to be invoiced against this CLIN are expressly identified in the Performance Work Statement and include the following: Spare and repair parts Special tools and equipment Calibrations Oil Spill Directed Requirements Boat operations consumables Government Directed Special Requirements Over and Above Work FOB: Destination MILSTRIP: N6883617NSGB PURCHASE REQUEST NUMBER: N6883617NSGB SIGNAL CODE: A	1	Lot	\$1,000,000.00	\$1,000,000.00

NET AMT	<hr/>	\$1,000,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	NSGB Port Operations Services FFP FY18 Docking Regular Overhauls (DROH) for YTB824 in accordance with the Performance Work Statement Section C 13.4 and Technical Exhibit 12. FOB: Destination MILSTRIP: N6883617NSGB SIGNAL CODE: A	1	Each	\$1,450,000.00	\$1,450,000.00

NET AMT	<hr/>	\$1,450,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Each	\$125,604.00	\$125,604.00
OPTION	NSGB Port Operations Services FFP FY18 Docking Regular Overhauls (DROH) for YC1639 in accordance with the Performance Work Statement Section C 13.3 and Technical Exhibit 13. FOB: Destination MILSTRIP: N6883617NSGB SIGNAL CODE: A				
NET AMT					\$125,604.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	N/A
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JUN-2017 TO 31-MAR-2018	N/A	NAVAL STATION GUANTANAMO BAY SHAWN STACEY PORT SERVICES GUANTANAMO BAY (757) 458-4830 OFFICE FOB: Destination	N60514
0002	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0003	N/A	N/A	N/A	N/A
0003AA	POP 01-JUN-2017 TO 31-MAR-2018	N/A	NAVAL STATION GUANTANAMO BAY SHAWN STACEY PORT SERVICES GUANTANAMO BAY (757) 458-4830 OFFICE FOB: Destination	N60514
0003AB	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0004	N/A	N/A	N/A	N/A
0004AA	POP 01-JUN-2017 TO 31-MAR-2018	N/A	NAVAL STATION GUANTANAMO BAY SHAWN STACEY PORT SERVICES GUANTANAMO BAY (757) 458-4830 OFFICE FOB: Destination	N60514
0004AB	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0005	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0006	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0007	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0008	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0009	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0010	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

0011	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0012	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0013	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0014	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0015	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0016	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0017	POP 01-JUN-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT****Port Operation Services****Naval Station Guantanamo Bay, Cuba****C 1.0 OVERVIEW**

C 1.1 General. The services to be furnished under this contract include operation of multiple watercraft and boats, related maintenance services, port operations, and waterfront administration in support of United States Naval Station, Guantanamo Bay (NSGB) Cuba. The Contractor shall be responsible for the operation, preventive, predictive, corrective maintenance of various watercrafts, boats and equipment, industrial marine repair services and shall provide port operations services. Services shall be provided on a “turn-key” basis with the Contractor providing all necessary management expertise, personnel, supplies, tools, equipment and vehicles unless otherwise specified in this contract as Government equipment furnished. The Contractor shall plan, schedule, coordinate and ensure effective completion of all services described herein. This includes, but is not limited to the following fifteen (15) primary tasks:

- (1) Provide ship movement operational support per section C 6.0.
- (2) Provide ferry services operational support per section C 7.0.
- (3) Provide Facility Response Team (FRT) services per section C 8.0.
- (4) Provide berth day operational and maintenance support per section C 9.0.
- (5) Provide harbor security boat operational and maintenance support per section C 10.0.
- (6) Ensure the cleanliness of assigned watercraft, boats, and equipment per section C 11.0.
- (7) Perform maintenance on boats, waterfront equipment, oil spill response, and service craft per section C 12.0.

- (8) Schedule and perform hull cleanings and maintenance availabilities on service craft, LCU, and LCMs and YTBs per section C 13.0
- (9) Perform industrial marine repair services per section C 14.0.
- (10) Provide Severe Weather support per section C 15.0.
- (11) Provide transportation support per section C 16.0.
- (12) Provide material handling support per section C 17.0.
- (13) Provide property administrative services per section C 18.0.
- (14) Provide supply and configuration support per section C 19.0
- (15) Ensure safety and quality control standards per section C 21.0

C 2.0 REGULATORY COMPLIANCE

- C 2.1 The Contractor warrants that all aspects of performance shall be in full compliance with all applicable international conventions and all applicable laws, regulations, permits and other requirements of the United States including all applicable Federal, local, Department of Defense (DoD) and United States Coast Guard (USCG) regulations.
- C 2.2 The Contractor shall not pollute the environment. The Contractor warrants that it will avoid all pollution and is in compliance with all DoD, Navy, EPA, OSHA, and local base instructions. The Contractor shall be responsible for all spills that they cause into the environment and shall immediately notify NSGB of any spill. The following list is illustrative of the pollution regulations with which the Contractor must comply:
- C 2.2.1 Hazardous material management and waste disposal shall be in accordance with all DoD, Navy, and base regulations. The Contractor shall comply with the Final Governing Standards (FGS) for NSGB, Clean Water Act, the Oil Pollution Act of 1990, 33 U.S.C. §§2701 et seq., (OPA 90), MARPOL Annex I (which prohibits all discharges of oil in special areas), and all applicable statutes and supporting U.S. Coast Guard regulations. Additionally, for hazardous materials used and/or generated during operation and/or maintenance including shipyard periods, the Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Clean Air Act, the Clean Water Act, OPA 90, and all other applicable statutes and regulations.
- C 2.2.2 Contractor-operated vessels shall handle spill prevention in accordance with DoD, Navy, local instructions, NSGB Spill Prevention and Response Plan and OPNAVINST 5090 series guidance.
- C 2.2.3 All coatings shall be in compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) under the Clean Air Act.

C 3.0 GOVERNMENT FURNISHED EQUIPMENT, SUPPLIES AND SERVICES

- C 3.1 The Contractor shall take custody of the Government-furnished watercrafts and equipment listed in Technical Exhibits 1 and 3. At vessel turnover, the Government warrants that the platforms are in good material condition, safe to perform all missions and that equipment is in proper working condition. For the purposes of this contract, the terms vessel, boat and watercraft are synonymous.
- C 3.2 Facilities. The Contractor will have use of Government-owned facilities in support of this contract. The Contractor will be responsible for providing all cleaning, supplies and janitorial services for these spaces, and supporting the NSGB Zone Inspection Program (COR will provide schedules and instructions). On a monthly basis, the Contractor shall inspect the fire extinguishers in the assigned areas and identify any deficiencies to the COR. The Contractor is required to conserve energy and water to the maximum extent practical in accordance with the Base Energy Conservation Regulation. The Contractor shall observe the Base Energy Conservation Regulation and shall post this instruction for employees to read. The Contractor shall not modify or renovate any of the buildings without the approval of the Contracting Officer (KO). Technical Exhibits 2 and 2A provides a list and area maps of the Government-furnished Facilities.

C 3.3 The Government will provide the following services within NSGB. For those items requiring disposal, the Contractor shall deliver the items to the location identified by the Government.

- (1) Electricity
- (2) Fuel Oil - DFM (F76), JP5 and MOGAS for Government-owned vessel/craft operations.
- (3) Lube Oil (for Government-owned craft) as part of corrective maintenance not preventive maintenance.
- (4) Hydraulic Oil, Transmission Fluid, Steering Fluid, Grease for corrective maintenance not preventive maintenance.
- (5) Potable Water
- (6) HAZMAT Disposal for HAZMAT generated during normal operations
- (7) Garbage Disposal
- (8) Sewage Pumpout and Disposal
- (9) Pier space to moor vessels utilized in support of this contract
- (10) Diesel Engine Inspectors
- (11) Oily Waste Disposal
- (12) Mobile Crane Services when approved by the COR

C 4.0 CONTRACTOR-FURNISHED EQUIPMENT AND SERVICES

C 4.1 General Requirements. The Contractor shall be responsible for operating, navigating, and maintaining various watercrafts, boats and equipment as well as performing port services functions, as outlined in this contract. The Contractor shall maximize the use of personnel resources to cross deck people (as qualified) to the greatest extent possible.

C 4.2 The Contractor shall provide all Automated Data Processing (ADP) for unclassified information necessary to support this contract. This can include, but is not limited to computers, hardware, printers, scanners, copiers, LAN systems, commercial software, etc. The Contractor shall maintain an open connection at all times to an Internet Service Provider (ISP) to provide continuous email connectivity and effective and efficient use of the web based commercial maintenance program. The maintenance program will require a minimum of 10mb/2mb and 15gb throughput. The Contractor will not be provided a Navy-unique email address.

C 4.3 The Contractor shall be responsible for landline telephone services (local and long distance).

C 4.4 The Contractor shall provide cell phones for all key personnel. Cell phones and service shall be included in the FFP. Price information for cell phones is contained in Technical Exhibit 10.

C 4.5 Management and Authority.

C 4.5.1 Project Management Support. The Contractor shall designate an individual as the Project Manager (PM) on-site for this contract. The PM shall be the Contractor's point of contact with the Contracting Officer and the COR in matters concerning this contract. The PM shall have the authority to commit the Contractor in all matters related to this contract. The PM shall be responsible for coordinating, formulating, disseminating and implementing all contract requirements issued by the Government.

C 4.5.2 Boat Operator Authority. A boat operator ("Operator") is defined as a person who is responsible for the operation of any vessel being used in support of this contract. The Operator is responsible for the navigation and care of the vessel as well as the safety of personnel embarked. The Operator shall execute his duties in accordance with U.S. Coast Guard rules and regulations as well as other federal, state and local laws. The Operator has the sole authority for safeguarding embarked personnel and the vessel assigned to his/her custody. The Operator has the authority to abort operations when there is a clear and present danger to safety of embarked personnel and/or his/her assigned watercraft.

C 4.6 Emergency Contact. The Project Manager (or designee with the same authority) must be available to be contacted 24 hours a day, 7 days a week to respond to emergency situations.

C 4.7 Readiness. The Contractor shall ensure that the craft and crew are maintained in such that they are ready to support operational requirements in accordance with contract requirements. The Contractor shall submit a boat/equipment non-availability notice to the COR verbally, in writing, or via e-mail no later than one

hour after any boat and/or equipment failure or damage occurs. Verbal notifications shall be followed-up with written or email notification to the COR within 4 hours after any boat and/or equipment failure or damage occurs-

- C 4.8 Normal hours of operation for Naval Station port operations are Monday through Friday, 0800-1600. Normal hours of operation for each service are identified in the sections that describe the service. Government Holidays will be considered non-normal working hours except for those services that are required every day of the year. Vessels will require a 30 minute warm up and cool down period to allow engine and system parameters to reach normal.
- C 4.9 Flex Time: The start of normal hours of operation can change on a daily basis, as required by the Government. Unless otherwise specified, the earliest the workday can start is 0500 and the latest is 0900. The Government will provide two (2) calendar days notice prior to changing the flextime schedule. Each service and/or vessel defined herein may have a unique flextime schedule.
- C 4.10 Sounding and Fire Watch. The Contractor shall provide a roving sounding and fire watch outside of normal hours, which are specified in Section C 4.8, 7 days a week, all days of the year. At a minimum, each vessel and assigned facility shall be checked every other hour, for bilge levels, shore power hoses, mooring lines, water leaks, presence of smoke or fire and any normal conditions. For safety purposes, a minimum of two Contractor personnel is required for every watch.
- C 4.11 Due to mission requirements and location of NSGB, the workload can be dynamic. The Government reserves the right to require the Contractor to perform additional Port Operations Functions in support of NSGB, including, but not limited to additional boat operations, additional maintenance on boats, growth work, towing, migrant operations support, travel lift overhaul, and Government directed special requirements. The Contracting Officer, in accordance with the Changes Clause, will negotiate any change to port operations functions.
- C 4.12 Force Protection supplies/services. The requirements for force protection of ships and facilities are rapidly changing. If additional supplies and services within the general scope of the contract are required by the Contracting Officer, the required supplies and or services will be added to the contract through a negotiated modification.

C 5.0 TRANSITION

- C 5.1 The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- C 5.2 To ensure the continuity of services are maintained at the required level of proficiency, the Contractor shall provide a transition period for phase in and phase out of services with the successor Contractor for a period of 180 days. The incumbent Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency. The Contractor shall allow as many incumbent personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- C 5.3 The incumbent Contractor shall work with the incoming Contractor to prepare the incoming Contractor to assume full responsibility for all areas of operations and maintenance. The incumbent Contractor shall provide the incoming Contractor full access to all buildings, facilities, equipment, vessels, logs, records, technical manuals, test equipment and maintenance program. The incoming Contractor will arrange through NAVFAC for P-307 training for operating the travel lift and complete qualifications prior to contract turnover date. Although the incoming Contractor and the incumbent will work together during the transition period, the incumbent will retain full responsibility for contract services and operations

during this transition time period. All transition activities must be completed prior to start date of the contract. The transition schedule shall be mutually agreed to by the Contracting Officer, Contracting Officer Representative (COR) the incumbent Contractor, and the incoming Contractor to make best use of the capabilities and skills of the Contractor personnel.

C 5.4 In accordance with FAR Clause 52.237-3, Continuity of Services, the Contractor shall upon the Contracting Officer's written notice, furnish phase-in and phase-out services for up to 90 days after this contract expires if required. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) .

C 5.5 During the final week of the contract period of performance, the Contractor shall provide a complete, written updated Technical Exhibits 3 and 5 of all Government-furnished equipment and materials provided under this contract. If the incumbent Contractor is awarded the new contract, the final inventory shall be conducted with the COR or ACOR. If the incumbent is not awarded the new contract, the incumbent shall conduct a joint inventory with the incoming Contractor and the COR or ACOR.

C 6.0 SHIP MOVEMENT SUPPORT - HARBOR TUGS, PUSHER BOAT, PILOT, LINE HANDLERS

C 6.1 The Contractor shall provide Harbor Tug and pusher boat services utilizing YTB-820, YTB-824 and YTB-831.

C 6.2 Normal hours of operation for the harbor tugs and pusher boat are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 6.2.1 The Contractor shall operate and maintain two harbor tugs simultaneously during normal hours. The third harbor tug will be in reduced operating status for maintenance by the Contractor. Reduced operating status (ROS) for the tug is defined as the amount of maintenance necessary to ensure that the material condition of the tug does not degrade and the equipment/systems could be activated within seven days. The Government will provide seven days notice to activate the tug in ROS (and place another tug in ROS).

C.6.2.2 The Contractor shall provide harbor tug services during normal hours within 30 minutes of request and during non-normal working hours the tugs shall be ready for service within 2 hours of request by the COR. Contractor can expect 300 annual ship movements during normal working hours and 60 annual ship movements during non-normal working hours.

C.6.2.3 A minimum crew of four is required for operation of each harbor tug (1 Tugmaster, 1 Chief Engineer, 1 Oiler Electrician, and 1 Deckhand).

C.6.2.4 The following list is illustrative of the services to be performed by tugs under this contract:

- 1) Towing, twisting, mooring, berthing, docking, streaming, shifting, assisting, pulling, and escorting vessels, barges, submarines, crafts, hulls, sleds, derricks, lighters, and objects of whatsoever nature including anything carried thereon. The Government reserves the right to direct the Contractor to use the tugs separately or jointly with other tugs in the performance of any services listed in this Contract. Towing may include origin and destination locations offshore. The Government directed work shall be added to the contract through a negotiated modification and shall be invoiced under the not to exceed (NTE) CLIN.
- 2) Transfers of pilots and Government Personnel by vessel.
- 3) Tug emergency support services, including responses to weather conditions threatening vessels, piers, dry-docks, or shore facilities; shipboard fires; vessels aground; vessel equipment failures; downed aircraft; oil spills; missions of mercy; collisions; ammunition mishaps; and search-and-rescue operations and shipboard casualty or National Defense Emergency.
- 4) Line handling.

- 5) Within the geographical region of the Caribbean, the Contractor shall provide assistance with vessel(s) which are ordered to any berth, dock, anchorage, wharf, open roadstead, submarine line, or alongside any vessel, barge, lighter, submarine, craft, hull, derrick, or object of whatsoever nature that the Government may direct, provided the vessel can lie always safely afloat except in harbors or waters where groundings are custom of the port.

C 6.3 Pusher Boat Services. The Contractor shall provide pusher boat services at NSGB using Government-furnished pusher boat.

C 6.3.1 The Contractor shall operate and maintain the Government Furnished pusher boat (PB-1/ Vessel number 74CM831).

C 6.3.2 The pusher boat shall be used to perform miscellaneous tasks, including, but not limited to movement of waterborne items, docking of vessels, movement of small cargo, line handling, etc.

C 6.3.3 The Contractor shall provide pusher boat services during normal working hours within 30 minutes of request. Contractor can expect 60 annual pusher boat services during normal working hours. The Contractor is only required to operate one harbor tug when the pusher boat is operating.

C 6.3.4 Pusher boat services during non-normal working hours shall be provided within 4 hours of notice by the COR. Contractor can expect 45 annual pusher boat services during non-normal working hours.

C 6.3.5 A minimum crew of three is required for operation of the pusher boat (1 Coxswain, 1 Oiler Electrician, and 1 Deckhand).

C 6.4 The Contractor shall assist the Government Dockmaster with mooring ships at NSGB.

C 6.4.1 The Contractor shall coordinate and provide all necessary line handling services. A maximum of 10 line handlers will be required at any one time. Unless there is an emergency, the Contractor will be given at least four hours advance notice.

C 6.4.2 Line handler services are typically required during normal working hours; however, the services must be available during non-normal working hours to assist with vessel arrivals and departures. The Government estimates 300 annual ship movements of which 60 ship movements per year will occur after normal working hours and on weekends and Federal Holidays. Typically between 4 and 10 line handlers will be required.

C 6.4.3. During all operating hours, the line handlers shall be on station no less than 15 minutes prior to the scheduled arrival/departure of the vessel. The COR or designee will schedule the line handling services with the Contractor.

C 6.5 The Contractor shall be responsible for storing, maintaining in accordance with Section C 12.0, transporting, and staging of Government-furnished shore power cables and cradles for ship-to-shore power, brows and brow stands and portable fenders. The Contractor shall not be responsible for the quality or capacity of ship-to-shore power. The Contractor shall not connect or disconnect shore power, or place brows and brow stands on ships.

C 6.6 Harbor Pilot Services. The Contractor shall provide a Harbor Pilot for NSGB and can expect approximately 80 ship movements per year that requires these services. Vessels request Pilot services prior to arrival and departure through Port Control.

C 7.0 BERTH DAY SUPPORT - FERRY SERVICES

C 7.1 The Contractor shall provide ferry services at NSGB using the Government-furnished ferries listed below.

C 7.1.1 Two Government-furnished Yard Ferry Boats (YFB-92, YFB-93);

C 7.1.2 Three Government-furnished utility boats (UB) (NSGB-5, NSGB-6 & NSGB-7);

C 7.1.3 Two Government-furnished Landing Crafts (LCU1675 & LCM8-4).

C 7.2 The ferry service primarily provides passenger, vehicle, cargo and equipment transportation between the Windward and Leeward side of NSGB at designated ferry landings. Normal ferry operations are set forth

in Technical Exhibit 7; however, the scheduled arrival/departure times may be changed by the COR and the scheduled hours of operation may be changed to support the different missions in Guantanamo Bay as directed by the Contracting Officer with 24 hours' notice. The maximum numbers of vessels in operation at one time are 3 YTB's, 1 YFB; 2 YTB's, 1 YFB and 1 PB; 1 YFB, 1 LCU and 2 UBs; 2 YFB's, 1 LCU, 1 LCM8 and 2 UB's.

C 7.3 For ferry services, the Contractor shall operate as described below.

C 7.3.1 The Contractor shall be responsible for the safe loading and embarking /debarking of personnel and vehicles on the ferry in accordance with general guidance provided by the COR.

C 7.3.2 Additional non-normal ferry operations shall be provided within two hour notice. Contractor can expect non-normal ferry runs to average twelve per month. Examples are medical evacuations, personnel movements, ammo load outs, and/or fuel tankers. As a contingency plan, the Contractor may be tasked with additional ferry operations to support migrant operations that could run 24 hours per day, 7 days a week. The migrant operations ferry schedule will be coordinated between the Contractor and the COR based on support required and sustainment of operations. Crew rest and maintenance will be addressed in the schedule.

C 7.3.3 The Contractor shall also operate the boats/crafts to support various general harbor work in addition to non-normal ferry runs. Examples are sand and gravel truck movements and equipment movements. An average of 4 per month can be expected.

C 7.3.4 A minimum crew of four is required for operation of each YFB and LCU (1 Craftmaster, 1 Loadmaster, 1 Chief Engineer, and 1 Oiler/electrician), and a minimum crew of three is required for operation of the UB and LCM (1 Coxswain, 1 Engineer, and 1 Bow hook/Stern hook).

C 8.0 BERTH DAY SUPPORT - FACILITY RESPONSE TEAM (FRT) SERVICES

C 8.1 The Contractor shall provide waterborne FRT services at NSGB utilizing Government-furnished vessels and equipment. FRT response services and training shall be in accordance with OPNAVINST 5090.1D. (OPNAVINSTs are available on the Internet at the following website:
<http://www.fas.org/irp/doddir/navy/opnavinst/index.html>.

C 8.2 Contractor shall provide waterborne FRT services twenty-four (24) hours per day, seven (7) days a week. Immediate response is required within 1 hour of notification of a spill to deploy 1000 feet of oil boom to start containment.

C 8.3 Under FRT services, the Contractor's responsibilities include, but are not limited to, the following:

C 8.3.1 Responsible for investigating reports of possible spills and report the details of the spill, source, size, estimated amount and type of product. If there is a spill, the Contractor shall respond in accordance with Section C 8.1.

C 8.3.2 Responsible for containing waterborne spills and recovering product from the water. The Contractor may be required to work and train with other agencies or departments that also have oil spill response capabilities.

C 8.3.3 Responsible for preventive containment booming/un-booming of ships, submarines, barges, and facilities including booming of strategic response locations within 1 hour of receipt of request.

C 8.3.4 Contractor shall boom ships with containment boom when vessels are scheduled to transfer liquid cargo with a petroleum, oil or lubricants (POL) base or components. Typically all vessels will be boomed after arrival. Continuous containment is required 360 degrees around the vessel. If 360 degree booming is not possible or practicable, the Contractor must notify the COR immediately.

C 8.3.5 Responsible for ensuring FRT personnel are trained and equipped in accordance with the position descriptions listed in the Facility Response Plan (FRP) and qualified in accordance with Section C 22.

C 8.4 The Contractor shall be qualified in accordance with Section C 22.0 Personnel Requirements and maintain in accordance with Sections C 11.0 and C 12.0, the six Oil Spill Response Government-furnished

boats (Boom Boat-1, Boom Boat-2, Fast Boat-1, Platform-1, Platform-2, (2) Pumper Trucks, and Skimmer), trailers, spare engines, boom reels and associated equipment and booms. Oil Spill Response Boat crewing. A minimum crew of two (1 Coxswain and 1 Deckhand) is required to operate each boat except for the platform boats which require a minimum crew of three (1 Coxswain and 2 Deckhands).

C 8.5 The Contractor shall provide an Oil Spill Report consisting of an itemized accounting of all costs including materials and man-hours associated with an oil spill response situation.

C 8.6 The Contractor shall participate in regional training, exercises and other spill response training as required by the COR.

C 9.0 BERTH DAY SUPPORT – BERTH DAY BOATS, DIVE BOATS AND SERVICES

C 9.1 Dive Boats The Contractor shall maintain the two dive boats (DV-1, DV-2) and trailers, including spare engines in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements. The Port Operations department military personnel will operate the dive boats for all other uses.

C 9.2 NSGB Captain's Gig Maintenance. The Contractor shall maintain the Captain's Gig in accordance with Sections C 11 and C 12. The Contractor will be required to operate the Gig as necessary for maintenance. The Port Operations department military personnel will operate the Gig for all other uses.

C 9.3 Port Service Boat The Contractor shall maintain the Port Services Boat (PSB) and trailer, including spare engines, in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boat as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements. The Port Operations department military personnel will operate the port service boat for all other uses.

C 9.3.1 In accordance with the procedures identified under Property Administration (Section C18), Government personnel will check out/check in the port services boats with the Contractor.

C 9.4 The Contractor shall provide trash removal services within the waters of NSGB (see Technical Exhibit 2A) using Government-furnished vessels. This service includes waterborne trash removal and obstructions to navigation and floating debris. The Contractor is responsible for disposing of the trash and debris in an area adjacent to the waterfront as specified by the COR. The Contractor is not required to haul the trash to a landfill.

C 9.5 The Contractor shall relocate, as directed by the COR, all boats and the miscellaneous equipment that supports the Port Operation Department. Relocation of these items can include movement by water.

C 10.0 HARBOR SECURITY BOATS

C 10.1 Security Boats. The Contractor shall maintain the four security boats (HP-1, HP-2, HP-3, and HP-4), trailers, boat lifts, transports and spare engines. The Security Department will operate the security boats for operational purposes. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 10.2 Normal hours for providing maintenance services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 11.0 GENERAL EQUIPMENT STANDARDS

C 11.1 The Contractor shall operate Government equipment furnished, watercraft and boats in accordance with the original equipment manufacturer's technical manuals and specifications.

C 11.2 Watercraft Standards of Appearance. All watercraft shall be maintained in a neat sanitary condition with all loose gear, equipment and tools stowed in a safe, secure, and orderly fashion. All bright work shall be kept shined and all labels and stencils shall be kept clearly legible.

C 11.3 Hull and weather decks. The exterior hull, weather decks and superstructure, including ladders, booms, winches, capstans, and all other deck fittings, shall be maintained in a clean, rust free condition. Waterline and draft marks shall be repainted with sufficient frequency to ensure a high standard of appearance and vessel smartness. The national ensign, jack, pennants, and signal flags shall be clean and un-tattered. All craft shall be washed down with freshwater on a weekly basis.

C 11.4 Mooring lines shall be maintained in a clean and serviceable condition. Rigging and ground tackle shall be maintained in accordance with manufacturer's recommendation. All rigging and ground tackle shall be regularly inspected and maintained to be clean and rust/corrosion free condition.

C 11.5 Engineering spaces. Engineering spaces shall be maintained in a neat, clean, oil-free condition with bilges dry or at the minimum practical level, and oil-free. Attention shall be given to small leaks, insulation and lagging, painting and preservation, equipment stowage, and similar housekeeping items. Machinery shall be maintained to original equipment manufacturer's specifications and professional marine engineering standards of material condition and readiness required for mission performance. Packing glands, guards, and other similar items shall be routinely maintained. Constant attention shall be given to maintenance and repair actions that impact safety. Surface coatings shall be maintained in accordance with applicable vessel technical manuals and Naval Ships Technical Manual (NSTM) 631. Status boards, posted instructions and diagrams shall be neatly and accurately maintained.

C 11.6 Interior spaces. All interior spaces shall be maintained in a clean, corrosion/rust-free and properly painted condition. Decks and ladders shall be maintained free of tripping and slip hazards. Ship's furniture shall be maintained in good repair. All interior bright-work shall be regularly shined.

C 11.7 The Contractor shall maintain all waterfront and oil spill response equipment that includes brows, brow stands, shore power cables, hoses, boom reels, vacuum trucks, OSR conex boxes, and boom in good condition. This includes preservation, cleaning, maintenance and repair. Shore power cables and cradles shall be protected from damage and stored out of exposure to the sun.

<p>C 12.0 MAINTENANCE OF GOVERNMENT FURNISHED, BOATS, WATERFRONT EQUIPMENT, OIL SPILL RESPONSE EQUIPMENT AND SERVICE CRAFT</p>

C 12.1 General. The watercraft, systems and equipment, and other assigned port service areas and equipment shall be maintained in accordance with original equipment manufacturer's specifications, the Joint Fleet Maintenance Manual (JFMM) Volumes IV, V, VI, and applicable NSTM's. The Contractor shall accomplish maintenance and repairs approved by the Navy planning yard on vessel hulls, equipment and systems as directed by the Contracting Officer and Contracting Officer Representative. If a part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in paragraph Section C 19.1.1.

C 12.2 Senior Maintenance Engineer. The Contractor shall assign a senior maintenance engineer to coordinate all watercraft and equipment maintenance and repair.

C 12.3 The Contractor shall perform a visual inspection of each vessel on a daily basis to record engine operating hours and to record the condition of the each boat. Vessels operated by the Government will be made available to the Contractor for these daily inspections.

C 12.4 Consumables required for operation of these boats (e.g fuel, mooring lines, fenders, lifesaving equipment, etc.) shall be purchased under the NTE CLIN. Consumables required for vessel preventative maintenance shall be included in the Contractor's Firm Fixed-Price.

C 12.5 In accordance with the procedures identified in Property Administration, Government personnel will check out/check in the boats listed in Sections C9 and C10 from the Contractor.

C 12.6 The Contractor shall work closely with the COR to ensure that maintenance requirements do not interfere with operational requirements.

C 12.7 The Contractor shall maintain each craft's readiness for all operational requirements. The Contractor shall ensure that all equipment, machinery, and appurtenances of the craft, regardless of the frequency or importance of use, shall be maintained in the highest state of readiness. The Contractor shall be responsible

for performing scheduled and unscheduled maintenance to ensure mission readiness 24-hours a day. Contractor will work with the COR on number of vessels that are down for maintenance after working hours.

C 12.8 Predictive, Preventive and Corrective Maintenance. The Contractor shall perform predictive, preventive and corrective maintenance as required to maintain each craft's equipment and systems and other assigned port service areas and equipment in a high state of readiness. This service shall ensure to the maximum extent possible continuing operation of the machinery, prolonging the life of the machinery, and to preclude breakdown of the machinery, unnecessary overhaul of major equipment, and excessive corrective maintenance of the machinery.

C 12.8.1 Predictive Maintenance. The Contractor shall collect lube oil samples for analysis on all lubricating and hydraulic oil systems. Contractor shall respond to and perform as necessary preventative and corrective maintenance as indicated by the analysis.

C 12.8.2 Preventive Maintenance. The Contractor shall perform all preventive maintenance on assigned watercrafts, systems and equipment, and other assigned port service areas and equipment.

C 12.8.3 Contractor Maintenance Plan. The Contractor shall utilize, "WheelHouse" commercial maintenance program and inventory control program to develop maintenance plans for each Government-furnished watercraft, service craft, waterfront equipment, oil spill response equipment and all other equipment that requires maintenance performed using manufactures tech manuals, existing maintenance requirement cards and good engineering practices. The Contractor will verify procedures, maintenance checks and documentation that support the maintenance prior to implementation. The Contractor shall include all inventory items in the commercial maintenance program.

The maintenance program must be able to accurately depict the status of each vessel and equipment, provide historical maintenance and repair data, total maintenance costs per boat or equipment, inventory and costs of parts used, labor hours estimated per maintenance check, actual labor hours used, part failure analysis, engine hours, scheduling of maintenance checks, number of checks completed on a monthly and annual basis. The Contractor shall upload all pertinent reference documentation that pertains to each vessel or equipment for easy reference to procedures, drawings etc. The program will also have the capability to assign vessels to a future planned phased maintenance availability or scheduled overhaul, this will allow building the work package for the future event and inputting all maintenance and repairs to that availability.

The Contractor shall procure the maintenance program through WheelHouse Technologies. The data in the program will belong to and be turned over to the Government at the end of the contract period. The WheelHouse Commercial Maintenance Program Base Year CLIN shall include the following implementation services: First year subscription; Vessel Walkdown and Facility Management Services; Inventory and Purchasing Module; Barcode Inventory Module; On-Site Training and Implementation Support. WheelHouse Option CLINs shall include annual subscription services. The Contractor will be responsible for internet connection that will support maintenance program as described in C 4.2. The Contractor shall include the internet support for the maintenance program in their Firm Fixed-Price under the "Data" CLINs. Contractor shall have dedicated personnel to support maintenance scheduling, data entry to include common verbiage, accuracy of entries, completion entries, inventories and quality assurance checks.

Contractor is responsible to increase initial manning and administrative requirements to ensure the program is fully operational within 120 days of award. The Contractor will continue to perform required maintenance and repairs of all craft utilizing a local program until the commercial maintenance program is operational for the first 120 days.

The Government shall provide Diesel Engine Inspectors for those engines covered under the Navy's Diesel Inspection Program.

Contractor shall develop a phased maintenance plan/refurbishment cycle for boats that includes blasting, priming and painting vessel exterior and interior spaces, inspecting wiring and equipment and replacing as necessary. In between refurbishment cycles, the boats and equipment will have their hulls cleaned, visually inspected, spot preserved and equipment replaced as corrective maintenance if required. Plan will be developed annually with the COR.

C 12.8.4 Corrective Maintenance and Repairs. The Contractor shall accomplish all corrective maintenance and all repairs to ensure a high state of readiness of the craft, their systems and equipment, and other port services operations in accordance with the PWS.

C 12.8.4.1 Contractor will have the capability to perform corrective maintenance and repairs that includes such efforts as troubleshooting, disassembly, repair, replacement, assembly, startup, and adjustments. Typical examples of corrective maintenance are as follows: pump overhaul, injector replacement, gunwale repair, piping repair, valve overhaul or replacement, weld repairs, replacement of deteriorated metal, breaker or transformer replacement, electrical/electronic repairs, deck fitting repairs, stuffing tube replacement, leak correction, overhaul of engines and re-engine of vessels, air conditioning and refrigeration, hoses, cables, hydraulic systems, and etc.

C 12.8.4.2 Corrective maintenance and repairs shall be accomplished within 24 hours of identification unless approved by the COR and scheduled for a future date or availability in WheelHouse. The craft's material condition shall be maintained at full design operating level and ensure that further deterioration in the condition of equipment and systems does not occur. Contractor will be manned to respond immediately to corrective maintenance and repairs. There will be repair work that will be deferred to the next maintenance availability when parts can be obtained and sufficient vessel downtime can be established to affect repairs, and will be established with the COR.

C 12.9 Gauge Calibration. Calibration of gauges, micrometers, torque wrenches etc. shall either be provided by the Government utilizing the calibration facility at NSGB or shall be sent for calibration off-island. Off-island calibrations will be added to the contract through a negotiated modification.

C 12.10 Maintenance Personnel. The Contractor shall have sufficient personnel to perform all predictive, preventive, corrective maintenance and repairs. The Contractor's plan for managing predictive, preventive, corrective maintenance and repairs shall include the use of Contractor personnel to accomplish repairs considered being within their capability. The Contractor shall ensure the skill level of the personnel performing the work is commensurate with the technical difficulty of the work and that the repairs are of a lasting, high quality nature meeting the U.S. industry and Governmental standards. The Contractor shall provide sufficient shore side maintenance personnel, who are not permanently assigned to operating vessels, to accomplish all the predictive, preventive corrective maintenance and repairs as scheduled. Contractor shall respond immediately to vessel and equipment repairs and continue with preventive maintenance.

C 12.11 Contractor is responsible for periodic inspection, repair and annual cleaning of permanently installed waterborne boom and tiderisers.

C 12.12 Contractor is responsible for maintaining the six (6) Oil Spill Response container express (CONEX) boxes, and the supplies and equipment located in the CONEX boxes at various locations. Locations of the CONEX boxes are listed in Technical Exhibit 3. The lockers will have an inventory placard located on the container. Oil Spill Response supplies will be purchased by the Contractor under the NTE CLIN.

C12.13 Contractor shall perform the layup and/or maintenance actions required for disposal of excess watercraft that are under the custody of Port Operations. This work shall be performed on a not to interfere basis with the normal duties and will include minor maintenance, repair or preservation, removal of equipment, defueling and engine removal. The Contractor may be required to obtain special services for maintenance or repairs; and for testing and removal of hazardous materials. The additional work will be added to the contract through a negotiated modification in accordance with the Changes Clause.

C 13.0 SERVICE CRAFT, LCU AND MAINTENANCE AVAILABILITIES AND DOCKING REGULAR OVERHAULS (DROH)

C 13.1 Travel Lift Capability. The travel lift has the capability to remove all vessels from the water for docking with the exception of the YTBs. Contractor shall maintain and operate Travel lift in accordance with Section C 17.0.

C 13.2 Hull Cleanings. Vessels will be removed from the water and placed on blocks at least every 12 months for hull cleanings and visual inspections. Contractor will provide the schedule to the COR and include any corrective maintenance to be performed on each vessel during the hull cleaning. Any time a

service craft is removed from the water the Contractor will dock the craft and provide a docking report to the COR in accordance with NSTM 997. The Contractor will develop a schedule for military divers at NSGB to perform waterborne hull cleanings and inspections on the YTBs. Schedule for military divers must be approved by the COR.

C 13.3 Maintenance Availabilities. The Contractor with the COR will schedule phased maintenance availabilities and take the vessels out of service for a short duration of 1-4 weeks subject to COR approval to complete corrective maintenance and approved alterations utilizing their industrial marine services. The phased maintenance availabilities are designed to perform all work that does not require a docking availability. An example of this work would be corrective maintenance that requires the craft to be out of service for 1-4 weeks, engine overhauls, bulwark repairs, deck repairs, generator work, preservation, piping replacements, A/C replacements, decking, vent ducting, electrical and above the waterline hull repairs. There may be some work that would or should be scheduled in conjunction with a scheduled docking availability and will be determined by the COR and the Regional Maintenance Manager. Contractor shall use the maintenance program to document all maintenance actions and shall flag required preventive, corrective maintenance and repairs for the next maintenance availability and order parts, materials to support it.

C 13.4 Docking Regular Overhauls (DROH). Docking Regular Overhauls are scheduled every six years for the YTBs and YFBs and every eight years for the YC. The LCU is classified as a boat and will require six year DROH cycles. The Contractor and the COR shall meet to discuss future docking availabilities on an annual basis at a minimum. For planning purposes, the following craft will be scheduled for DROH in FY18: FY18-YTB 824 and YC1639). The drydocking critical work is identified in Technical Exhibits 12 and 13. Docking Regular Overhauls will consist of docking critical work such as hull non-destructive testing, hull plating replacements, blasting, priming and painting, sea chest, waster sleeve, sea valves, seawater piping, tank inspections, propeller and shaft removals, rudder removals, cutlass bearing replacements, strut bearing replacements, tank cleaning and inspections, tank and void preservation and all work that can only be performed while in dock. This will be an extended maintenance period of up to twelve weeks. The Contractor will document and flag DROH maintenance and repairs to the next DROH availability in the maintenance program. The Contractor shall oversee repairs with the Government representative, completing docking inspection reports, NDT reports and docking the service craft in accordance with NSTM 997. Contractor will be required to perform start-up maintenance, fueling operations, system alignments, testing and post DROH sea-trials.

C 13.4.1 YTB's. The Contractor will provide a firm fixed-price for the docking availability listed in Technical Exhibit 12. The YTB's cannot be drydocked on island and will have to be towed to a contractor facility stateside. Contractors pricing shall include preparation for towing in accordance with the Navy Towing Manual, towing and shipyard costs for labor and material. Contractor will also have to provide on-site technical oversight during the availability, defueling, refueling system alignments and sea-trials. Any growth work or new work will be addressed by Condition Found Report to the Contracting Officer via on-site Government representative for approval. Approved growth changes or new work requirements for the docking availability listed in Technical Exhibit 12 shall be added to the contract through a negotiated modification in accordance with the changes clause.

C 13.4.2 YC. The Contractor will provide a firm fixed price for the docking availability listed in Technical Exhibit 13. The YC can be drydocked on island with the travel lift. Contractor's pricing shall include all materials required for the availability and any additional labor and/or overtime the Contractor would require outside of their existing workforce and normal working hours to complete the availabilities within 12 weeks. Any growth work or new work will be addressed by Condition Found Report to the Contracting Officer via COR for approval. Approved growth changes or new work requirements for the docking availabilities listed in Technical Exhibit 13 shall be added to the contract through a negotiated modification in accordance with the changes clause.

C 13.4.3 The Contractor and the COR will periodically review work items for the scheduled availability and develop the plan of action and milestones (POA&M). The COR will notify the Regional Maintenance Manager who will provide an independent ship check and detail of each item. The COR will submit the DROH work package to the Regional Maintenance Manager at least 150 days prior to the scheduled availability. Once the work package has been reviewed by the Regional Maintenance

Manager the package will be sent back to the COR for the Contractor's corporate approval. Package is then sent to the Contracting Officer for execution approval. The DROH packages will be individually uploaded in the "WheelHouse" program for each vessel to become part of the permanent material history record.

C 14.0 INDUSTRIAL MARINE REPAIR SERVICES

C 14.1 The Contractor shall provide industrial marine repair services. These services are necessary for the Government equipment furnished listed in Technical Exhibit 1. If a repair part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in Section C 19.1.1.

C 14.2 Normal hours for marine repair services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C14.3 The Contractor shall provide the following services utilizing Government equipment furnished, and in compliance with the JFMM, Volumes IV, V, VI, applicable Naval Ships Technical Manuals and Industry Standards:

C 14.3.1 Sandblasting, Hydro-Blasting and Painting. Contractor shall provide these services for corrosion and preservation control. Painting shall be accomplished by both manual application and spray process.

C 14.3.2 Carpentry/Fiberglass Repair. Contractor shall provide the ability to manufacture wood block build-ups for dry-docking various station craft and repair fiberglass hull/components. Contractor is responsible for building 809 carpentry shop.

C 14.3.3 Pipefitting, Ship fitting, Valve Repair and Welding. Contractor shall provide structural welding and cutting on ferrous and nonferrous materials with qualified personnel. Contractor shall repair and manufacture pipe and piping systems, ship fitting, and hull repairs including but not limited to the fabrication and repair of decks, hull penetrations, hull plating, associated structural members and watertight fittings on station craft as well as similar emergent repairs on visiting vessels. Valve repair to include replacing seats, lapping, seat contact blue checks, repacking, and hydrostatic testing for seat tightness. The following welding processes are available for Contractor use: ferrous and non-ferrous welding utilizing shielded metal arc welding (SMAW), gas tungsten arc welding (GTAW), gas metal arc welding (GMAW) processes, oxygen-acetylene cutting and silver brazing. Brazing, SMAW and GMAW welding may be performed in shop and on site. GTAW welding may be performed in shop only. Further resources available to the Contractor include arc welders, TIG welders, a punching and shearing machine and a pipe bending and threading machine. Gasses are not available locally. Contractor shall purchase, ship and pay monthly leases on bottles and racks.

C 14.3.4 Engine/Machinery Repair. Contractor shall troubleshoot, repair and overhaul Detroit Diesel, Cummins engines and transmissions; as well as Honda and Yamaha outboard engines by personnel with documented experience and qualifications to perform troubleshooting, repair and overhauls of the various engine types. Contractor shall repair all types of marine equipment. Specific facilities and equipment exist to remove, rebuild, and install diesel and outboard engines and support systems.

C 14.3.5 Machine and Milling Repair. Contractor shall machine various machinery components utilizing lathes, mills, drill presses and other shop machinery.

C 14.3.6 Electrical Repair. Contractor shall provide marine electricians to perform diagnostics and repair to Marine Electrical Equipment and Systems and perform diagnostics and minor repairs to Electronic Equipment and Systems. Repairs shall be accomplished per American Boat Yacht Council (ABYC) standards and in accordance with the OEM requirements.

C 14.3.7 Flex Hose Repair. Contractor shall manufacture flex hoses with reusable threaded fittings and hydrostatically test, tag and maintain records for all hoses in accordance with the NSTM.

C 14.3.8 Steel Cable Manufacturing. Contractor shall have the capability to cut wire rope and install wedge fittings, replace cabling and pull test cables.

C 14.3.9 Non-Destructive Testing. Contractor shall be certified to perform Visual Test (VT), Dye Penetrate Test (PT) and Ultrasonic Test (UT), along with QA personnel to assess and document the testing.

C 14.3.10 Auxiliary System and Equipment Repair. Contractor shall diagnose and repair auxiliary marine systems including but not limited to air conditioning, refrigeration, hydraulic, sewage, compressed air, cooling water, and ventilation systems.

C 14.4 Contractor shall support the execution of the required diesel inspections on YTB 820, YTB 824 and YTB 831 in accordance with the Joint Fleet Maintenance Manual (JFMM) and OPNAVINST 9233.1. Each tug shall be inspected every 18-24 months, prior to overhaul, after overhaul and after casualty affecting the engine in accordance with above directives. In addition to the Diesel Inspections, the Contractor shall support the Board of Inspection and Survey (INSURV) material inspections accomplished every 3 years.

C 15.0 SEVERE WEATHER REQUIREMENTS

C 15.1 Severe Weather Preparations. The Contractor shall be responsible for the execution of the Severe Weather Plan as outlined herein and Technical Exhibit 8. The Contractor shall be responsible for all equipment identified under this contract. Variations to the Government's plan can be made to suit the local weather conditions with the approval of the COR.

C 15.2 Contractor shall provide a specific Severe Weather Response Plan. The plan shall detail how the Contractor will comply with Technical Exhibit 8. It shall include names and phone numbers along with the number of people required to perform the necessary tasks and detail how the Contractor shall ensure that the personnel will be available.

C 15.3 Typical major tasks that the Contractor should anticipate during severe weather conditions are listed below as a guide for planning purposes. Specific execution timeline will be provided by the COR.

C 15.3.1 Severe Weather Readiness (this is not an all-inclusive list):

- 1) Remove, secure and properly stow all non-essential loose gear in associated waterfront areas.
- 2) Relocate port services equipment, such as brows and ladders, to a secure storage area.
- 3) Moor vessels.
- 4) Provide boat operations support for post-storm assessments. Report extent of damage to pier facilities, sortied craft and assigned buildings.

C 16.0 TRANSPORTATION

C 16.1 Transportation Support. The Contractor shall provide vehicles to transport material, personnel, security watches, tow trailers/launch and recover boats as necessary to support contracted Port Operations services. All vehicles must be permanently marked with the Contractor's name. All costs associated with the operation and maintenance of the vehicles shall be the Contractor's responsibility.

C 17.0 WEIGHT HANDLING EQUIPMENT AND LIFTS

C 17.1 Material Handling Support: The Contractor shall supply, maintain, certify in accordance with NAVFAC P307 all material handling equipment including but not limited to forklifts, chainfalls, lifting slings and pallet jacks necessary for performance of this contract.

C17.2 The Contractor shall provide marine lift services utilizing the Government furnished 300-ton Marine Travel Lift. The Contractor is responsible for the maintenance and certification of the Marine Travel Lift in accordance with manufacturer's recommendation. The Contractor shall ensure all certification requirements are met in accordance with NAVFAC P307 for Class I Cranes. The Contractor shall have an operator certified in accordance NAVFAC P307 for Class I Cranes within at the start of the performance period.

C 17.3 The Contractor shall supply, maintain and certify, in accordance with OSHA requirements, a man-lift capable of reaching the top of the 300-ton Marine Travel Lift to perform required maintenance.

C 18.0 PROPERTY ADMINISTRATION

C 18.1 The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Government property included in Technical Exhibits 3 and 5. Records for all Government property in Contractor custody are to be maintained in accordance with FAR 45. Physical inventories are to be performed on an annual basis and the results reported to the COR within 15 days after completion of the inventory.

C 18.2 Initial Turnover Inventory. The Government and Contractor shall jointly conduct an inventory of all Government-furnished Material/Equipment/Tools/Property that will be provided in support of this contract. The joint inventory of property will be completed approximately one week prior to the scheduled turnover to the Contractor.

C 18.3 Vessel Inspection. The Government and Contractor shall jointly inspect each vessel before turnover to the Contractor. The inspection results for each vessel will be individually uploaded into WheelHouse so as to become a record of material condition. All inspections may be videotaped for future reference.

C 18.4 Contract Completion Inventory & Vessel Inspection. Upon completion of the contract, a joint inspection and complete watercraft, equipment, tool and material inventory must be accomplished. The Contractor shall be responsible for the costs associated with the replacement/repair of missing/damaged watercraft, equipment and inventory in excess of normal wear and tear.

C 18.5 Vessel and Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In and inspection system for Government use of any Government-furnished equipment and/or boats. The system shall document the condition of the boat and equipment prior to and after use. The Contractor shall maintain an activity log available to the Government upon request. Replacement parts and repairs as a result of damage to the boat or equipment beyond normal wear and tear shall be invoiced under the NTE CLIN.

C 18.6 Property Management. All Government equipment, property, materials and facilities furnished under this contract are incidental to the place of performance and remain accountable to the Government. The Contractor shall only report Government Furnished Property (GFP) listed in Technical Exhibit 14 to the IUID Registry IAW DFARS 252.211-7007. The Contractor shall provide an updated Technical Exhibit 14 to the KO and COR within 5 working days after each update.

<p>C 19.0 SUPPLY AND CONFIGURATION MANAGEMENT OF GOVERNMENT OWNED WATERCRAFT AND EQUIPMENT</p>

C 19.1 Spare and Repair Parts. The Contractor shall maintain custody/security of Government provided spare and repair parts listed in Technical Exhibit 5, and shall be responsible for maintaining the spare and repair parts in a Ready-for-Issue (RFI) condition. The Contractor shall utilize WheelHouse to establish a barcode inventory system that will track on-hand inventory and establish high and low limits.

C 19.1.1 If a part is not available from the Government inventory, the Contractor may then purchase the part if the part is less than \$500.00. If the part is in excess of \$500.00 but does not exceed \$3,000.00, the COR shall approve the purchase. The Contractor shall obtain COR approval by providing at least one quote. For purchases (single or multiple) totaling over \$3,000.00, the Contractor shall obtain Contracting Officer approval by providing three quotes or sole source justification to the KO. When repairs to components and equipment are no longer cost effective as determined by the COR, the Contractor will purchase the new component or equipment. The Contractor shall invoice under the NTE CLIN all purchases not part of the consumables addressed at Section C 19.2. The Contractor shall be responsible for the entire logistics process, including but not limited to identifying the repair part, ordering, tracking, storing, shipping, receiving and/or disposing, and issuing spares and repair parts and documenting materials used by vessel in the WheelHouse program. The Contractor shall maintain current levels of spare/repair part inventories and prices in the WheelHouse program. The price of parts required shall be tracked by the type of vessel in WheelHouse Program. The Contractor shall maintain and update the supply and configuration records to reflect all modifications, file documentation and actions in WheelHouse Program.

C 19.1.2 A contract modification shall be issued to obligate funds for all approved purchases required under this contract. The Contractor shall provide all required supporting documentation prior to obtaining required equipment and supplies in support of port operations, maintenance and repair requirements. For any purchase that exceeds \$3,000.00, the Contractor shall obtain at least three quotes to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. The Contractor shall submit an Expenditure Report of all approved purchases monthly or as directed by the Contracting Officer. The Contractor shall work closely with the Contracting Officer and COR on tracking purchases to ensure that yearly funding constraints are not exceeded. The Contractor shall notify the KO and COR when the total expended for the NTE CLIN reaches 75 percent of

the total funds available on the NTE CLIN. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall invoice for approved purchases only after the Contracting Officer has issued a funding modification under the contract. The Contractor shall not exceed nor incur costs that exceed the funding amount stated on the NTE CLIN at the time an item is ordered.

C.19.1.3 Reimbursement shall be limited to the “Actual price” paid by the Contractor for such supplies and services, plus tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. “Actual price” does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor’s purchase or provision of such supplies and services. The Contracting Officer may reduce the reimbursement by any amount above that which the KO finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved IAW the “Disputes” clause (*FAR 52.233-1*) of the contract. It shall be the Contractor’s burden to demonstrate that the price it paid for approved supplies or services were fair and reasonable.

C 19.1.4 The Government is not obligated to reimburse the Contractor for otherwise supplies and services in excess of the funded amount stated in the NTE CLIN. The Contractor is not obligated to continue performance of any work under this Contract or otherwise incur costs for supplies or services in excess of the funded amount stated in the NTE CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the applicable NTE CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification will be followed up in writing within two working days. No notice, communication, or representation from any person other than the KO shall affect the Government’s obligation to reimburse the Contractor. Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the NTE CLIN unless they contain a statement expressly increasing the funded amount of the NTE CLIN by a sufficient amount to cover the change order.

C 19.2 Consumable Supplies. The Contractor shall furnish all consumables required for the performance of this contract as part of their Firm Fixed-Price. A representative list of consumable supplies is outlined in Technical Exhibit 4. This list is not intended to be all-inclusive, but is provided to indicate a range and types of items that may be required for this contract.

C 19.3 Reliability/Maintainability Changes. Change requests to improve equipment reliability and maintainability (R&M) including parts interchangeability shall be submitted to the COR. No changes shall be made prior to COR approval of the request. The Contractor shall be responsible for modification documentation.

C 20.0 OVER AND ABOVE WORK (OAW)

C 20.1 Over and above work (OAW). The Government reserves the right to require the Contractor to perform over and above work that is within the general scope of the contract. If the Contractor identifies additional repairs that are over and above the general maintenance requirements stipulated in PWS or growth work, the Contractor shall recommend corrective action via a work request. The OAW will be added to the contract through a negotiated modification in accordance with the Changes Clause. Over and Above work requests are expressly identified as services to be invoiced under the NTE CLIN. The Contractor will be reimbursed for O&A services and associated supplies in accordance with the above Section C 19.1.3 of this PWS at the actual price paid by the Contractor, i.e., the price paid to the subcontractor of such services or supplies. The Contractor shall include O&A work on the Funds Expenditure Report.

C 20.2 The Contractor shall prepare and furnish an OAW Work Request in accordance with the procedures outlined in DFARS 252.217-7028 prior to performing the work. The Contractor shall provide OAWRs to the COR for concurrence who will forward to the KO for approval.

C 21.0 SAFETY AND QUALITY CONTROL REQUIREMENTS

C 21.1 Quality Management System. The Contractor shall provide and maintain a quality management system which includes a description of the Contractor's quality management process, quality assurance controls, inspections and testing, and shall be focused on preventing, controlling, and detecting defects. The procedures, documentation, and data that comprise the system shall be incorporated into a Quality Management System Plan detailing how the Contractor will monitor quality under this contract. Existing quality documents that meet the requirements of this contract may continue to be used. At a minimum, the plan shall include:

C 21.1.1 An inspection system covering all the services identified in this performance work statement. It must specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections will be accomplished.

C 21.1.2 Methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

C 21.1.3 On-site records of all inspections conducted by the Contractor and necessary corrective actions taken. These records must be made available to the Government upon request.

C 21.1.4 Address how the Contractor will meet the Acceptable Quality Levels (AQLs) in response to the Quality Assurance Support Plan (QASP).

C 21.2 Formal Inspections of Government-furnished Watercraft, Equipment and Facilities. At various times during the contract period, all watercraft, equipment and facilities may undergo Government conducted inspections. The Contractor shall participate in the inspections and shall to the maximum extent practicable maintain the watercraft/equipment in an operational condition during the inspections. The COR may order the correction of discrepancies. The Contractor shall provide status update to the COR and Contracting Officer relative to the correction of discrepancies found during the inspections. The Contractor shall be notified no less than three (3) days prior to conducting the inspection.

C 21.3 Safety Program. Watercraft and personnel safety are the top priority. The Contractor shall establish and maintain a safety program to promote occupational safety for all personnel. The safety program shall encompass appropriate procedures and practices as necessary to establish a safe and hazard-free working and living environment. The program shall address areas of typical shipboard and port operations evolutions and equipment operations, mission operations, maintenance, and housekeeping. The program shall also incorporate applicable DoD, base, Navy, and U.S. Coast Guard Regulations.

C 21.3.1 Safety Plan. The safety program and plan shall include, but not be limited to asbestos control, heat stress control, hearing and sight conservation, lead control, respiratory protection, electrical safety, gas free engineering, confined space operations, lock-out/tag out procedures, hazardous material control and management, mercury control, polychlorinated biphenyls, and man-made vitreous fibers. With respect to the operations, the safety plan shall address methods to identify, evaluate and control safety and occupational health hazards. The plan shall also include required sections for on-site health and a safety plan for oil spill response operations for FRT and other personnel engaged in spill response. Contractor's plan shall comply with OSHA standards and the plan shall be approved by the Government.

C 21.4 Hazardous Materials and Hazardous Wastes (HAZMAT). The watercraft, boats and equipment may contain and/or generate HAZMAT. The Contractor shall properly package, containerize, store, dispose and manage all HAZMAT with complete identification of all contents clearly labeled on the container in accordance with all Naval Station Guantanamo Bay base regulations. All HAZMAT utilized in the performance of this contract requirement must be obtained through the Navy's HAZMAT center. The port facilities HAZMAT locker must be maintained in accordance with the NSGB base regulations. The Contractor is responsible for any additional expenses/fines incurred as a result of any acts of noncompliance or negligence or violation of federal, state or local laws and regulations as a result of the Contractor's management of regulated waste or hazardous materials. Contractor shall ensure that a hazardous material minimization program is developed, implemented and the Material Safety Data Sheet (MSDS) reviewed for the follow-on contract. Contractor will be responsible for the HAZMAT lockers that will contain the Contractor purchased HAZMAT and the Government furnished HAZMAT for Contractor use. The Contractor shall participate in the Regional Hazardous Materials Minimization Program and Consolidated Hazardous Material Reutilization and Management (CHRIMP) program.

C 21.4.1 Regulated wastes (oily waste) shall be properly stored, packaged, containerized and disposed of in accordance with all applicable regulations.

C 22.0 PERSONNEL REQUIREMENTS

C 22.1 Personnel Requirements. The Contractor shall be responsible for safely manning the various craft identified by this contract while meeting all USCG requirements and not restricting operational and maintenance requirements identified herein. The Contractor shall have sufficient personnel to meet mission and maintenance requirements.

C 22.2 Mandatory Key Personnel. The mandatory Key Personnel are the Project Manager, Operations Manager, the Harbor Pilot, three (3) Tug and Ferry Craftmasters, and the Senior Maintenance Engineer. The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with its proposal. No substitutions of key personnel shall be made except in accordance with the NAVSUP 5252.237-9400. Substitution or Addition of Personnel Clause. Contractor's key personnel must be citizens of the United States of America and must be able to obtain a Confidential Security Clearance and Common Access Card (CAC).

C 22.3 In the event the Government has any reason to be dissatisfied with the qualifications, conduct or performance of any person employed by the Contractor, the Contracting Officer will provide particulars to the Contractor who shall promptly investigate and take the appropriate corrective action, including but not limited to making a change in personnel. The Contractor shall provide the Contracting Officer with written information detailing the action taken and the basis for such action.

C 22.4 Substitutions of Key Personnel. The Contractor agrees to assign to this contract those positions identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions of key personnel shall be made except in accordance with NAVSUP 5252.237-9400.

C 22.5 Key Personnel Requirements/Qualifications:

C 22.5.1 Project Manager (PM). In addition to the requirements identified in Section C 4.5.1 of this Performance Work Statement, the Project Manager must have demonstrated excellent management, verbal and written communication skills. The Project Manager must be capable of interacting effectively with Government personnel. The Project Manager must be able to understand and respond to their concerns in a timely manner and be proactive, actively engaged in all aspects of operations. The Project Manager must have the equivalent of ten (10) years experience directly related to the requirements of this contract, or a Bachelor of Science Degree in Management, Marine Transportation or Engineering and the equivalent of five (5) years experience directly related to the requirements of this contract. The Project Manager is also responsible for ensuring that a qualified docking officer is assigned and on station during the docking of any vessels. The Project Manager position cannot be collateral duty with any other position. The PM shall be located on-site.

C 22.5.2 Ferry and Harbor Tug Craftmasters (3 required). The Craftmasters must either have: (1) prior Navy boat operating experience and have prior NEC 0161 qualifications or (2) a minimum of a USCG Master License on Near Coastal Waters for Motor vessels of 200 Gross Tons. In addition, to the NEC 0161 qualification and/or the USGC Masters License, all Craftmasters must have at least 5 years documented experience operating harbor tugs or point-to-point ferry operations. This includes experience operating under conditions requiring precise navigation, station keeping, close quarter maneuvering, anchoring, and specialized testing operations. The Craftmasters shall be an experienced marine radio operator, understand international and inland rules-of-the-road and proficiently operate radar and other navigational aids. The Craftmaster must also be familiar with administrative ship business and demonstrate overall charge of the vessel.

C 22.5.3 Harbor Pilot. The Harbor Pilot must have prior Navy boat handling experience and held a Navy Enlisted Classification (NEC) 0215 (harbor/docking pilot) with 10 years experience piloting Naval ships in and out of harbors and Naval bases and to and from docks and berths or hold a Coast Guard issued master license with a 1st Class pilot endorsement with 10 years' experience as stated above. Pilots shall have no incidents on their records. The Harbor Pilot will supervise Contractor personnel in docking, berthing, mooring and directs operations of all classes of vessels and barges. The Harbor Pilot shall also be a qualified Tug/Craftmaster.

C 22.5.4 Senior Maintenance Engineer (SME). The SME must have either: (1) a USCG Chief Engineer (Limited), Near Coastal license with experience in routine operation, preventive maintenance, corrective maintenance, and repairs of shipboard systems or (2) have 15 documented years of comparable experience with the maintenance and repair of shipboard systems, hull, mechanical and electrical with an emphasis on diesel engines. In addition to the requirements of Section C 12, the SME supervises/performs maintenance on all engineering, deck, fire-fighting and emergency equipment. The SME must be experienced in supervising and maintaining a preventive maintenance system (PMS), documentation of machinery history, generating maintenance actions due, completed, deferred and drafting reports for accomplishment rate and hours expended along with costs associated with each vessel or equipment. The SME must be familiar with diesel inspection requirements. This position cannot be collateral duty with any other position.

C 22.5.5 Operations Manager. The Operations Manager is the central dispatcher for the Contractor and will be required to respond to all radio requests from the Navy's Port Control Office. Primary duties are in accordance with contract requirements. The Operations Manager will be a qualified Craftmaster in accordance with C21.5.2 for the YTB's, YFB's, LCU, LCM, PB and all contract watercraft. The Operations Manager shall act as the FRT On-Scene Leader and HAZMAT team member. The Operations Manager must have demonstrated excellent management, verbal and written communication skills. Because of the requirement to frequently interface with the Navy on VHF radio, the operations manager must have excellent command of and diction in the English language. The Operations Manager must have the equivalent of five (5) years experience directly related to the requirements of this position or have a college degree in business with a concentration in operations and three (3) years of experience directly related to the requirements of this position.

C 22.6 General Personnel Requirements. The following requirements apply to all Contractor personnel performing work on this contract.

C 22.6.1 Boat Operators and crews (other than listed above in Key Personnel Requirements). Boat Operators shall complete the Shore Installation Management Basic Boat Coxswain Course (SIM BBC) for those assigned as Boat Coxswains, provided by the Government and complete the Navy Personal Qualification Standard (PQS), NAVEDTRA 43606 for the applicable positions. Tug crews will complete the PQS NAVEDTRA 43609 associated with their position. As a prerequisite to the PQS all Boat Operators and crews will be either Navy 2nd class swimmer qualified or attend USCG STCW-95. The operators must be experienced driving and maneuvering small boats. The Contractor shall provide all Boat Operator and crew qualifications to the COR.

C 22.6.2 All Contractor personnel assigned to Facilities Response Team (FRT) will be qualified for their positions in accordance with On Water Oil Spill Response, Containment, and Recovery PQS, NAVEDTRA 43195-D.

C 22.6.3 Contractor personnel assigned as Line Handlers will be qualified in accordance with Deck Seamanship Line Handler PQS, NAVEDTRA 43127-D.

C 22.6.4 Contractor personnel assigned as Sounding and Security shall be qualified in accordance with Shore Installation Management (SIM) Port Operations PQS, NAVEDTRA 43602, Sounding and Security along with any other base and/or Contractor specific guidance.

C 22.6.5 Contractor personnel performing pipe fitting and ship fitting shall meet ABS standards and ABYC standards.

C 22.6.6 Machinery Repair personnel shall have documented experience and/or certifications in applicable engine and machinery repair.

C 22.6.7 Electrical repair personnel shall have documented experience as/or certified as a marine electrical.

C 22.6.8 Non-destructive testing. Contractor personnel shall be certified in accordance with industry standards to conduct and analyze Non-destructive testing methods listed in C14.3.9.

C 22.6.9 Aux system and equipment repair, technicians shall be qualified/certified in accordance with industry standards and documented experience to service, troubleshoot or repair equipment or systems outlined in C14.3.10.

C 22.6.10 Uniforms. All Contractor employees shall wear a Contractor-furnished uniform. Contractor must provide uniforms suitable to the environmental conditions. The uniforms must be professional in appearance and be kept neat and clean. The uniforms must have company identification on front and back and the company's name will be visible on the front of outer clothing. The uniform design must be submitted to the COR for approval prior to use.

C 22.6.11 Contractor personnel shall maintain a clean, groomed and professional appearance.

C 22.6.12 Contractor personnel shall be able to clearly communicate in English.

C 22.6.13 Identification Badges. All Contractor employees shall have their Government furnished identification badges in their possession at all times.

C 22.6.14 Medical Requirements. The Contractor shall develop a drug-testing program in accordance with 46 CFR Part 16, Section 230. The Contractor shall provide trained, qualified, medically and psychologically fit personnel consistent with the craft mission and projected area of operation.

C 22.6.15 Workforce. Foreign nationals may be employed; however, due to the sensitive location of NSGB, foreign nationals may be excluded and denied entry approval.

C 22.6.16 Entry Approval. No employee or representative of the Contractor will be admitted to NSGB without prior entry approval. The background of Contractor personnel will be screened prior to entry to NSGB. The Contractor shall provide to the COR 30 days prior to the required arrival date of each employee at NSGB the following information: Full name, date and place of birth. See Technical Exhibit 9.

C 22.6.17 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The Contractor shall report Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for U.S. Naval Base, Guantanamo Bay, Cuba via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

C 22.7 Personnel Contingency Plan. The Contractor shall develop a contingency plan adequate to ensure that there will be no interruption of operations or maintenance service due to labor disruption within the Contractor's own labor force. The contingency plan must address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, or other unplanned losses.

C 22.8 The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes and regulations in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.

C 22.9 All substitute personnel replacing Contractor personnel assigned to this contract shall have qualifications that equal or exceed the minimum standards established in the contract.

C 22.10 Training. All training/certifications required must be kept current through the entire contract period.

C 22.10.1 The Government will provide HAZMAT, HAZWOPER, Basic Boat Coxswain, 2nd class swimmer and FRT training to Contractor employees that are on the FRT roster and /or operate boats in accordance with applicable regulations and at no cost to the Contractor.

C 22.10.2 The Contractor shall provide all Contractor personnel serving as crew on a boat with basic fire fighting training applicable to the vessel being operated.

C 22.10.3 Training Plan. The Contractor shall provide a Training Plan demonstrating how the Contractor will accomplish both ashore and afloat training as set forth in this contract. The Contractor shall accomplish training in accordance with this plan. The training plan will include the subject being taught; location of the training site(s); and the company / institution, etc. that will be employed to perform this training. The training plan must also include a contingency plan to address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, etc. The Training plan will also contain a training status matrix covering all personnel with the qualifications and expiration date for each. The Training Plan is due within 60 days after contract award.

C 22.11 Required Drills. The Contractor's employees will complete the following drills as appropriate to their duties and the Contractor shall document completion of them in the vessel's logbook or in accordance with OPA 90 requirements.

<u>Minimum</u> <u>Periodicity</u>	<u>Drill</u>
1) Quarterly	Man Overboard
2) Quarterly	Shipboard Fire Drill While Underway
3) Monthly	Oil/Fuel Spill Response (OPA 90)
4) Monthly	Oil Spill Equipment Deployment (OPA 90)
5) Semi-Annual	Building Fire Drill
5) Annual	HAZMAT Response Drill
6) Annual	Oil Spill Management Table Top Drill
7) Annual	Severe Weather Response Drill

C 22.12 Continuation of Essential Contractor Services. This contract requires continuation of essential Contractor services per DFARS 252.237-7023. The Contractor shall participate in training events, exercises, and drills associated with the Government efforts to test the effectiveness of the continuity of operations and practices. The services listed in paragraphs C6-C20 are designated as essential services per DFARS 252.237-7023.

C 22.13 Training of military personnel. Contractor will provide training to select Port Operations military personnel to accomplish Tugmaster and Craftmaster Personal Qualification Standards. The COR will notify the Contractor for any personnel requesting training.

C 23.0 SECURITY

C 23.1.1 Security: Contractor Access to (Unclassified) Information Systems. Department of Navy (DON) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology.

C 23.1.2 DON policy prohibits assignment of non-U.S. citizens to IT-I and IT-II designated positions. IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

C 23.1.3 The Contractor shall ensure all personnel whose work involves IT-I and IT-II positions, access to sensitive unclassified information, navigation aids programs, Privacy Act Information, or Personally Identifiable Information receive a favorably adjudicated National Agency Check with Local Checks (NACLC). Employees may begin work once notification is received from the NSGB Security Manager that minimum requirements have been met.

C 23.1.4 The Contractor shall process all clearances of Confidential and higher and ensure employees which require these clearances have been awarded and maintain appropriate clearances for the duration of their employment.

C 23.1.5 The Contractor shall use the visitor certification program in Joint Personnel Adjudication System (JPAS) or Visit Authorization Request (VAR) to provide Contractor personnel (who possess a current NACLIC or superior clearance) investigative information documentation to NSGB Security Manager and COR.

C 23.1.6 The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

C 23.1.7 The Contractor shall ensure personnel that require Common Access Cards (CAC) shall report in person within 3 working days of reporting onboard to the NSGB Trusted Agent Sponsorship System (TASS) for processing CAC request. The COR will provide contact information for the current TASS Trusted Agent (TA).

C 23.1.7.1 The Contractor shall ensure personnel provide the TASS TA signed documentation from the contract security manager on company letterhead, page three (3) of System Authorization Access Request Navy (SAAR-N), or VAR identifying the level and expiration date of clearance the contract employee possesses and two forms of valid photo identification.

C 23.1.8 The Contractor shall ensure individuals accessing Navy Information Technology resources completes an OPNAV Form 5239/14, System Authorization Access Request Navy (SAAR-N).

C 23.1.8.1 The Contractor shall forward the SAAR-N to NSGB Information Technology (IT) department within 3 working days of arrival at Guantanamo Bay.

C 23.1.9 The Contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required, to ensure uninterrupted access to required IT systems.

C 23.1.10 The Contractor will fully comply with requirements of Synchronized Pre-deployment and Operational Tracker (SPOT) program as coordinated with the KO.

C 23.2. Physical Security

C23.2.1 The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured.

C23.2.2 The Contractor shall establish and implement methods to ensure all keys issued to the Contractor by the Government are accounted for and not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government and immediately report to the COR any occurrences of lost or duplicated keys.

C23.2.3 The Contractor shall be required, upon written direction from the COR, to re-key or replace the affected lock or locks without cost to the Government. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced at the Contractor's expense.

C23.2.4 The Contractor shall prohibit the use of keys issued by the Government by any persons other than the Contractor's employees.

C23.2.5 The Contractor shall limit access to Government provided lock combinations to preclude unauthorized entry.

C23.3 Operational Security

C23.3.1. No Contractor employee shall disclose or cause to be disseminated any information concerning the operations of the activity which would result in, or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

C23.3.1.1. The Contractor shall emphasize to all employees that disclosure of information relating to the services hereunder to unauthorized personnel or failure to safeguard classified information shall subject the Contractor, their agents or personnel to criminal liability under Title 18, Sections 79 and 798 of the United States Code.

C23.3.2. The Contractor shall direct all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information, to the Public Affairs Officer.

C23.3.3. Deviations from, or violations of, any of the provisions of this section shall, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or Contractor personnel involved will experience withdrawal of the Government's acceptance and approval of employment.

C23.3.4. The Contractor shall ensure personnel adhere to all base regulations and shall act swiftly to correct any personnel problems. Failure to comply with subject regulations may result in termination of employment and subsequent removal from the base.

C23.3.4.1. The Contractor shall be required to remove any employee who has been determined by the Government to be objectionable for reasons including discipline, incompetence, and carelessness. Any crime committed within the Naval Base reservation may subject the perpetrator to Federal prosecution.

C23.3.5. The Contractor shall ensure all personnel obtain required badges, vehicle passes and licenses and ensure the return of licenses, passes and badges to the COR upon completion of this contract or upon termination of personnel.

C23.3.5.1. The Contractor shall, at a minimum of 30 days prior to the start of the contract, submit to the COR an estimate of the number of personnel expected to be utilized at any one time on the contract.

C23.3.5.2. The Government shall issue necessary badges without charge.

C23.3.6. The Contractor shall ensure only personnel with a need access facilities or any Contractor occupied space.

C23.3.6.1. The Contractor shall ensure that all Contractor personnel have vacated the Contractor work areas at the end of the work day (unless otherwise approved by the COR).

C23.3.6.2. The Contractor shall ensure no pets are kept in or around Contractor occupied spaces.

C23.4 Base Entry Clearance Procedures

C23.4.1. The Contractor shall ensure all persons entering NSGB; obtain area entry clearance approval from the Base Commander and in accordance with the Foreign Clearance Guide at <https://www.fcg.pentagon.mil/fcg.cfm>. Contractor's requests for entry can be initiated by contacting the Naval Station Security Manager at (011) 5399-4505. All requests shall be initiated NO LATER THAN 60 DAYS PRIOR TO REQUIRED ENTRY.

C23.4.2. The Contractor shall be permitted to have personal visitors in accordance with current Base regulations.

C23.5 5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Homeland Security Presidential Directive (HSPD)-12, requires Government agencies to develop and implement Federal security standards for Federal employees and Contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to Contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each Contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all Contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required Contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, Contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All Contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the Contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a Government IT system/network is inherently Governmental. The Contractor

supervisor is not authorized to sign the SAAR-N; therefore, the Government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the Contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor’s Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command’s Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the Contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the Contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the Contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and Subcontractor employees. The Contractor shall insert this clause in all subcontracts when the Subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to Government information, meaning information not authorized for public release.

CONTRACTOR’S SECURITY REPRESENTATIVE

The Contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the Contractor shall provide to the requiring activity’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes Contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to Contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each Contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each Contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)

- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The Contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the Contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the Contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the Contractor employee already possesses a current favorably adjudicated investigation, the Contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the Contractor's Security Representative. Although the Contractor will take JPAS "Owning" role over the Contractor employee, the Navy Command will take JPAS "Servicing" role over the Contractor employee during the hiring process and for the duration of assignment under that contract. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions

- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The Contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

C 24.0 HOUSING, BASE SUPPORT AND TRANSPORTATION

C 24.1 Technical Exhibit 10 provides a listing and description of available housing, base support, services and transportation that are available to a Contractor performing work at NSGB.

C 25.0 CONTRACT DATA, PLANS AND REPORTS REQUIREMENTS

C 25.1 The Contractor shall prepare and submit the contract data reports and plans listed below. All contract data requirements shall be submitted to the Contracting Officer for review, comment and approval. The Contractor shall revise contract data requirements as necessary to incorporate Contracting Officer's comments and concerns. Revisions must be resubmitted within 14 days of receipt of Government comments.

C 25.1.1 Property Control System. The Contractor shall establish and maintain an accurate property system to control, protect, preserve, and maintain all Government property furnished as described in Section C 18. Records for all Government property furnished shall be maintained in accordance with FAR 45.6. The Property Control system shall be submitted to the Contracting Officer for approval no later than 30 days after contract award.

C 25.1.2 Quality Management System Plan. The Contractor shall provide a Quality Management System Plan as described in Section C 21.1 and will update it as changes occur. The Quality Management System Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.3 Safety Plan. The Contractor shall provide a Safety Plan as described in Section C 21.3 and shall update it as changes occur. The Safety Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.4 Severe Weather Response Plan. The Contractor shall provide a specific Severe Weather Response Plan as described in Section C 15.0 and identifying the personnel assigned to each task and any modifications. The Severe Weather Response Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.5 Transition Plan. The Contractor shall develop a transition plan that will incorporate turnover of Government-furnished facilities, equipment and watercraft with the hiring and training schedule of Contractor personnel to support the transition as described in Section C 5.0. This plan shall demonstrate how the Contractor will accomplish both ashore and afloat training as described in Section C 5.1 and C 18.10.4. Failure of the Contractor and Contracting Officer or Contracting Officer Representative to reach a mutually agreeable transition plan shall not relieve the Contractor of its obligation to meet the performance schedule to the reasonable satisfaction of the Contracting Officer.

C 25.1.6 Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In System or procedure for Government use of various craft and equipment as stated in Section C 12.5. The Equipment Check Out/In System shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.7 Maintenance Plans. The Contractor shall develop a maintenance plans for the vessels and equipment as described in Section C 12.0 and C 13.0. The maintenance plans shall be submitted to the

Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award. Contractor shall provide full implementation of the commercial maintenance program within 120 days of contract award.

C 25.1.8 Personnel Contingency Plan. The Contractor shall develop and submit a personnel contingency plan in accordance with C 22.7. The Personnel Contingency Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.9 Drug Testing Plan. The Contractor shall develop and submit a plan for random drug testing as described in C 22.6.9. Updated schedule and results shall be submitted as requested. The Drug Testing Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.10 Training Plan. The Contractor shall provide a Training Plan as described in C 22.10.3. Training Plan will be submitted to the Contracting Officer and the Contracting Officer Representative for review and coordination with training requested that is Government provided. The Training Plan is due within 60 days after contract award.

C 25.1.11 Docking Regular Overhaul (DROH) Weekly Status Report. The Contractor shall submit a DROH Report for service craft, LCU in availability to the COR and Contracting Officer. The report shall include detailed progress/status of work performed, parts status and items of concern. This report shall be completed with the Government representative overseeing the availability.

C 25.1.12 Maintenance Availability Weekly Status Report. The Contractor shall submit a Maintenance Availability Status Report for service craft, LCU or LCM in a phased maintenance availability to the COR and contracting officer. The report shall include detailed progress status of work performed, parts status and items of concern.

C 25.1.13 Accident Report. In all instances in which any vessel or equipment under this contract sustains damage or is involved in any incident resulting in damage to vessels, property, piece of equipment, or in bodily injury or death, the Contractor shall secure a report from the vessel master/operator or equipment operator or Officer acting as pilot, or from any licensed pilot aboard the vessel being handled. Contractor shall submit said report to the Contracting Officer and COR within twenty-four hours following said incident, reporting the facts, listing deaths, reporting the extent of damages or bodily injuries, and listing recommendations to prevent recurrence. Contractor shall complete drug and alcohol testing of all personnel in accordance with 46 CFR. Accidents on vessels shall be issues under Admiralty Law.

C 25.1.14 Oil and Hazardous Substance (OHS) Spill Report. All OHS spill incidents including on land or in water shall be immediately reported in accordance with NSGB instructions and requirements. Immediate notification shall be made according to Spill Prevention and Contingency Response Plan (SPCR) and NAVSTAGTMOINST 5090.7.

C 25.1.15 Watercraft and Equipment Non-Availability Notice. The Contractor shall advise the COR and Contracting Officer immediately when any watercraft and/or equipment failure or damage occurs. When directed by the COR, the Contractor shall prepare or assist in preparing notice of such watercraft and equipment failures in a format as prescribed by the Government. The Contractor shall provide an estimated time of repair and estimated cost of repair within 12 hours of providing a non-availability notice.

C 25.1.16 List of Required Periodic Reports. The Contractor will complete and submit the following reports to the COR and Contracting Officer. The Contractor will provide all testing, analysis, evaluation and labor necessary to produce these reports. All reports shall clearly breakdown all information by program and craft.

Periodicity	Report
Daily	Logbooks (available for review by the COR)
Weekly	FO/LO/Water Report
Monthly	Operational Summary based on Logbooks, include engine hours Training Reports Maintenance Report

Annual	Gauge Calibration Government Property Inventory Inventory of Hazardous Materials Annual Maintenance Summary Report
As Required	Weekly DROH Report and/or Maintenance Availability Report Accident Report OHS Spill Report Oil Spill Cost Accounting Report Maintenance data reports from WheelHouse

C 26.0 REFERENCED GOVERNMENT PUBLICATIONS

C 26.1 Publications applicable to services under this contract are listed herein. These publications (the latest edition) are mandatory to the extent that a specific procedure or requirement is specified in the Performance Work Statement. The Government shall provide publications and forms listed at the start of the contract. Supplements or amendments to listed publications may be issued during the life of the contract. Changes to Navy or DOD publications which impact on the Contractor's costs may be considered under FAR 52.243-1 Alternate II (Fixed Price) "Changes". Changes to other Government or regulatory publications referenced in this document shall not be the subject of a claim under either of the aforementioned clauses. It is the Contractor's responsibility to ensure that all mandatory publications are posted and up to date. Upon completion of the contract, the Contractor shall return to the Government all issued publications, updated to the latest revision.

C 27.0 DEFINITIONS AND ACRONYMS

AB – Able Seaman
 ABYC – American Boat and Yacht Council
 ABS – American Bureau of Shipping
 ADP – Automated Data Processing
 APL – Allowance Parts List
 AQL – Acceptable Quality Level
 BBC – Basic Boat Coxswain
 CAC – Common Access Card
 CBA – Contractor Berthing Agreement
 CBF – Contractor Berthing Facilities
 CBQ – Combined Bachelor Quarters
 CDR – Contractor Discrepancy Report
 CERCLA – Comprehensive, Environmental Response, Compensation and Liability Act
 CFR – Code of Federal Regulations
 CHRIMP – Consolidated Hazardous Material Reutilization and Inventory Management Program
 CLIN – Contract Line Item Number
 CPR – Cardio-pulmonary Resuscitation
 COMSC – Commander, Military Sealift Command

CONEX – Container Express

COR – Contracting Officer’s Representative

CONTRACTING OFFICER (KO) – Representative of the Government authorized to execute contracts.

CORRECTIVE MAINTENANCE – Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine or system can be restored to its normal operable state. Unscheduled work on structures, equipment, systems, subsystems, and components required to correct operating deficiencies and to preclude a breakdown by servicing, adjusting, and replacing parts and expendable items as found necessary as a result of preventive maintenance, operational observation, or routine inspections.

COSAL – Coordinated Shipboard Allowance List

DAY – Unless specifically identified in the context of its use, “day” will herein refer to a calendar day.

DEI – Diesel Inspector

DFARS – Department of Defense Federal Acquisition Regulation Supplement.

DFM – Diesel Fuel Marine

DOD – Department of Defense

DROH – Docking Regular Overhaul

DV – Dive Vessel

EMERGENCY REPAIRS – Unexpected and unscheduled repairs required to maintain the integrity of the boat’s hull, machinery and systems; to insure the safety of the crew; and to provide for the effective performance of the boat’s mission.

EPA – Environmental Protection Agency

EQUIPMENT – Refers to any functional unit of hull, mechanical, electrical, ordnance, or electronic type material which is operated singly or as a component of a system or subsystem and which is identified by a Component Identification Number (CID), Numerical Control Number (NCC), Allowance Parts List (APL), or similar designation.

FAR – Federal Acquisition Regulation

FB – Fast Boat

FGS – Final Governing Standards

FMR – Fair Market Rental

FRP – Facility Response Plan

FRT – Facility Response Team

FO – Fuel Oil

G&A – General and Administrative

GFE – Government-Furnished Equipment

GMAW – Gas Metal Arc Welding

GTAW – Gas Tungsten Arc Welding

HAZMAT – Hazardous Material

HAZWOPER – Hazardous Material Operator

HP – Harbor Patrol

ICP – Integrated Contingency Plan

ISP – Internet Service Provider

INVENTORY – Refers to the quantity of stocks on hand for which records are maintained or to the function whereby the material on hand is physically inspected and counted, and the stock records reconciled accordingly.

INSURV – Inspection and Survey

ISL – Integrated Stock List

JFMM – Joint Fleet Maintenance Manual

LCU – Landing Craft, Utility

LCM – Landing Craft, Mechanized

LO – Lube Oil

MOGAS – Mobility Gasoline

MSC – Military Sealift Command

MT – Magnetic Particle Test

NAVEDTRA – Naval Education and Training

NAVFAC – Naval Facilities

NDT- Non Destructive Testing

NEC – Navy Enlisted Classification

NESHAP – National Emissions Standards for Hazardous air Pollutants

NSGB – Naval Station, Guantanamo Bay, Cuba

NTE– Not to Exceed

NSTM – Naval Ships Technical Manual

NVIC – Navigation and Vessel Inspection Circular

OEBGD – Overseas Environmental Baseline Guidance Document

OEM – Original Equipment Manufacture

OHS – Oil and Hazardous Substance

OPA 90 – Oil Pollution Act of 1990

OPCON – Operational Control pertains to the authority to set schedules, destinations and dictate operational parameters and issue taskings in support of mission objectives.

OPNAVINST – Office of the Chief of Naval Operations Instruction

OSHA – Occupational Safety and Health Administration

OSR – Oil Spill Response

POL – Petroleum, Oil or Lubricants

PREVENTIVE MAINTENANCE – Systematic inspection, detection, correction, and prevention of incipient failures, before they become actual or major failures. Scheduled work on structures, items of equipment, systems, subsystems and components required to provide continuing operation, to preclude unnecessary breakdowns, and to prolong the life of equipment by operating, inspecting, servicing, topping up, adjusting, cleaning, coating or replacing of items.

PM – Project Manager

PMS – Planned Maintenance System

POA&M - Plan of Action and Milestones

PSB – Port Services Boat

PQS – Personal Qualification Standard

PT – Penetrant Test

PWC – Public Works Center

QASP – Quality Assurance Surveillance Plan

RCRA – Resource Conservation and Recovery Act

REPAIR PARTS – Refers to any item including modules and consumable type materials, which has an equipment application and appears in an APL, Stock Number Sequence List (SNSL), Integrated Stock List (ISL), Naval Ship Systems Command Drawings, or a manufacturer's handbook. Section A of Part III of the Coordinated Shipboard Allowance List (COSAL) (stock number sequence list or storeroom items) lists repair parts and equipment related consumables normally stocked by the supply department. Any item in Section A is considered, by definition, a repair part.

RFI – Ready for Issue

R&M – Reliability and Maintainability

ROS – Reduced Operating Status

SDS – Safety Data Sheet

SHIP MOVEMENT - refer to ships arrivals and departures. An arrival is defined as a vessel mooring at a CNIC owned installation (This is a single ship movement). A Departure is defined as a vessel getting underway at a CNIC owned installation (This is a single ship movement).

SIM – Shore Installation Management

SMAW – Shielded Metal Arc Welding

SME – Senior Maintenance Engineer

SNSL – Stock Number Sequence List

TIG – Tungsten Inert Gas

USC – United States Code

USCG – United States Coast Guard

UT- Ultrasonic Test

VHF – Very High Frequency

VT – Visual Test

XT – X-ray Testing

YC – Yard Craft

YFB – Yard Ferry Boat

YTB – Yard Tug Boat

C 28.0 TECHNICAL EXHIBITS

Technical Exhibit 1	Craft and Boats FY14 Pictures
Technical Exhibit 2	Aerial View of Port Ops Buildings
Technical Exhibit 2A	List and Maps Government Provided Facilities
Technical Exhibit 3	Government Furnished Equipment List
Technical Exhibit 4	Consumables Supplies Listing

Technical Exhibit 5	NSGB Material Inventory 2015
Technical Exhibit 6	NAVSTAGTMOINST 4400.2D
Technical Exhibit 7	Ferry/UB Schedule
Technical Exhibit 8	Destructive Weather Plan
Technical Exhibit 9	Special Conditions for NSGB Projects
Technical Exhibit 10	Base Housing, Base Support and Transportation
Technical Exhibit 11	Staffing Plan with Key Personnel
Technical Exhibit 12	DROH for YTB824
Technical Exhibit 13	DROH for YC1639
Technical Exhibit 14	Government Furnished Property (GFP) Listing

QUALITY ASSURANCE SURVEILLANCE PLAN / PERFORMANCE REQUIREMENTS SUMMARY (PRS) MATRIX

The Contractor shall coordinate with the Contracting Officer's Representative (COR) to ensure the objective of the Quality Assurance Surveillance Plan (QASP) is met. The objective of the QASP is to serve as the principal basis for assessing overall performance quality associated with NSGB Port Operations and Maintenance. This document will be used by the Government to assess the effectiveness of the Contractor's management and logistics support. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the PWS.

Government Surveillance

The COR will function as the Technical Representative for this contract, and her/his authority will be limited to administering specific technical aspects of the contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this contract. The designated individual will:

Maintain a detailed knowledge of the technical requirements of the contract;

Document Contractor performance in accordance with the QASP;

Identify and immediately forward notifications of deficient or non-compliant performance to the Contracting Officer;

Approve priorities of support, resources, and associated schedules.

Surveillance Methods

Surveillance of Contractor performance is the method used by the Government to determine whether the Contractor is effectively and efficiently complying with all terms and conditions of the contract. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating Contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP.

Demonstration. A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment.

Inspection. A qualification method that is carried out by visual examination of equipment, vessels, reports or operational logs.

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

Note: The primary method of documentation to determine if the Contractor is effectively and efficiently complying with all terms and conditions will be through the use of Contract Deficiency Reports (CDRs)

In addition to providing quarterly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file shall contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

Performance Ratings: The Government will evaluate the Contractor's performance in accordance with the Performance Work Statement and the Contracting Officer Representative will assign one of the following standard and ratings:

Table 1 - Overall Performance Ratings (Using PPIRS / CPARS Ratings)

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government's benefit.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit.
Satisfactory	Performance meets contractual requirements.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet implemented satisfactory corrective actions.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.

Performance Requirements

The performance requirements set forth in this section correspond to the PWS paragraphs delineated in the table. The Performance Requirements Survey (PRS) table below provides standards for performance for specific requirements:

Objective 1: Ship movement support. The Contractor will be evaluated on the quality of the Harbor Tug and Pusher Boat Services for The US Navy. This includes providing a qualified crew to support ship movements within 30 minutes of notification by GITMO Port Ops. Additionally, the Contractor will be evaluated on the timeliness to provide pusher boat services within 30 minutes of advanced notice.

Objective 2: Ferry Services: The Contractor will be evaluated on their ability to provide timely ferry services for twenty hours per day, for 365 days or 366 days (leap year) per the prescribe schedule. Additionally, the Contractor will be evaluated on the safety of ferry services and their ability to transport equipment and supplies without accidents or incidents.

Objective 3: Facility Response Team Support: The Contractor will be evaluated on their response times in response to waterborne spills. Additionally, the Contractor will be evaluated on the quality of their training program to ensure personnel and equipment is in compliance with the Facility Response Plan (FRP).

Objective 4: Harbor Security Boat: The Contractor will be evaluated on the quality of their maintenance on security boats, trailers, transports and spare engines.

Objective 5: General Equipment Standards: The Contractor will be evaluated on the appearance of assigned watercraft, including hulls, weather decks, engineering spaces, and mooring lines to ensure they assigned crafts and equipment are maintained in a clean and neat sanitary condition.

Objective 6: Maintenance of Government Furnished Boats and Waterfront Equipment: The Contractor will be evaluated on their ability to perform preventive and corrective maintenance in compliance with the JFMM manufactures repair manual and the Contractor maintenance plan in the WheelHouse maintenance program.

Objective 7: Service Craft, LCU, LCM Maintenance Availabilities and Docking Regular Overhaul: The Contractor will be evaluated on their ability to provide JFMM maintenance support for the Service Craft, LCUs, and LCMs. The Contractor will also be evaluated on their repair work technical documentation input to the maintenance program for each specific craft and the planning of maintenance availabilities.

Objective 8: Marine Repair Services: The Contractor will be evaluated on their ability to provide comprehensive industrial marine repair services IAW PWS section 14.0

Objective 9: Berth Day and Harbor Security Support: The Contractor will be evaluated on the quality of their maintenance on dive boats and the Captain's Gig, Harbor Services Boat, Harbor Security Boats and their associated trailers, and spare engines.

Objective 10: Property Administration Services: The Contractor will be evaluated on the administration of the Government property in Contractor custody and the Contractor's ability to track and maintain Government property.

Objective 11: Supply Support: The Contractor will be evaluated on the custody and security of Government furnished spare and repair parts, and consumable supplies.

Objective 12: Safety and Quality Control: The Contractor will be evaluated on the effectiveness of their Quality Management System Plan, Safety Plan, and HAZMAT procedures.

Objective 13: Management Plans and Reports: The Contractor will be evaluated on the quality of their management support through the monthly progress reports, deliverables, and the updates on the electronic databases. Additionally, the Contractor will be evaluated on their ability to preclude, or resolve issues, and effectiveness of their use of resources to meet planning goals and schedules.

Contract Deficiency Reports (CDRs): The COR shall provide a written report when it is determined that the Contractor has failed to meet the Acceptable Quality Levels (AQLs) of the QASP as part of the COR's monthly report. The Contractor is required to provide a written response to all CDRs within seven days of receipt. Failure to meet the AQLs on one of more PRS work areas for two (2) or more consecutive months will result in negative inputs to the Contractor Performance Assessment Reporting System (CPARS).

PERFORMANCE REQUIREMENTS SURVEY (PRS) Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Harbor Tugs and Pusher Boat Services (C6.0)	Provide Harbor Tugs and Pusher Boats services to support ships movements at NSGB.	Contractor provides a tug and crew within 30 minutes of notification by NSGB Port Ops and provides pusher boat services within 30 minutes of advanced notice	Contractor has completed 95% of tug and pusher boats assignments within the prescribed timeframe.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)
Ferry Services (C7.0)	Provide Ferry Services for transportation of personnel and supplies on a continuous basis.	Contractor is staffed and provides ferry services 365 or 366 days per year, per the prescribed schedule, without accidents or incidents that impact the loss of life or property.	Contractor provides qualified staff to meet the ferry operational schedule with a 95% on time compliance rate, with no operator errors causing accidents or incidents.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS) Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Facility Response Team Support (C8.0)	Provide assistance for a waterborne spill on a continuous basis.	Qualified staff responds to an emergency within 5 minute from 0700-1700 and 30 minutes form 1701-0659.	No more than one incident per quarter in which qualified staff fails to responds to an emergency within the prescribed timeframe.	Inspection Analysis and CDRs
Dockmaster Assistance (C 6.0)	Provide line handler, brow and brow service support.	The Contractor will be evaluated on the timeliness and quality of their line handler, brow and brow service support.	Contractor has line handlers and brow services on station no less than 15 minutes prior to ships movement. No delays in shipboard movements caused by Contractor delays.	Inspection Analysis and Contract CDRs
Maintenance of Boats, Equipment, Service Crafts and Industrial Marine Repair Services (C12, C14)	Provide maintenance services to ensure operability of prescribed boats and equipment are maintained IAW with the tech manual specification, maintenance requirement cards, or good engineering practices. Maintenance procedures will be uploaded into the WheelHouse maintenance program.	Corrective and preventive maintenance completed IAW JFMM, the Maintenance Procedures or the Technical Manual specifications, and documented in the WheelHouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.

PERFORMANCE REQUIREMENTS SURVEY (PRS) Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Security Boat, Dive Boat, Gig and Harbor Services Boat Maintenance (C9.0)	Provide maintenance and repairs for the security boats, Gig, and Harbor Services Boat. All maintenance procedures are uploaded into the WheelHouse maintenance program.	Corrective and preventive maintenance IAW JFMM. Documented in the WheelHouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.
General Equipment Maintenance (C11.0)	Provide general cleaning, preservation, and upkeep to assigned watercrafts (hulls and weather decks, engineering spaces), brows and brow stands, trucks, conex boxes, boom reel, and shore power cables	Corrective and preventive maintenance IAW OEM specifications, Navy and NSGB Base regulations and the JFMM. All maintenance and repairs are documented in the WheelHouse maintenance program.	Contractor maintains a high standard of cleanliness on assigned watercraft and marine equipment with no more than (1) instance per quarter of rework required due to failure to follow proper cleanliness procedures.	Inspection Analysis and CDRs.

PERFORMANCE REQUIREMENTS SURVEY (PRS) Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
YTB and YC Maintenance Support (C13.0)	Provide engineering and planning support for maintenance availabilities.	Documents repair work, update maintenance program with planned availabilities for corrective maintenance/ and industrial repair work. Effectively coordinates and liaison with COR in the planning and execution of maintenance and DROH availabilities.	Contractor documents discrepancies and repair work update the maintenance program and prepares for upcoming availabilities, within 150 days of DROH availabilities and continuously for scheduled availabilities. No major re-work of the documented discrepancies and repair work as written in the maintenance program.	Inspection Analysis and CDRs
Property Administration Services (C18.0)	Provide property administrative support services.	Maintain accountability of Government property furnished.	Contractor property logs and accountability indicate 100% management of Government property furnished.	Inspection Analysis and CDRs
Supply support (C19.0)	Provide supply support for the custody and accountability of spare parts, repair parts, and consumables	Maintain accountability of spare parts and repair parts, and consumables.	Contractor supply logs and physical inventory indicate the Contractor has adequate measures in place to prevent loss of Government provided repair parts and consumables.	Inspection Analysis and CDRs.

PERFORMANCE REQUIREMENTS SURVEY (PRS) Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Safety and Quality Control (C21.0)	Contractor shall provide a safety, hazardous and quality control system.	The Contractor's quality management system, safety program, and HAZMAT procedures have been implemented for the entire contract.	The quality management systems had been demonstrated to be effective when no more than (2) reports require re-write for any given quarter. The safety and HAZMAT plan shall be reviewed and approved by the Government. Full compliance with DoD, base, Navy, and U.S. Coast Guard Regulations is mandatory with no deviations allowed.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)
Management Plans and Reports (C25.0)	Provide monthly, quarterly, and/or annually reports as needed.	Program support has been documented in the monthly deliverables to indicate the status of the current cost, schedule and performance of this contract.	Contractor provides all required deliverables within 5 business days from the end of the month with 95% of the reports being on-time and requiring no re-work.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

CLAUSES INCORPORATED BY REFERENCE

52.203-3

Gratuities

APR 1984

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-5 Alt I (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019) Alternate I	JAN 2017
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7987 (Dev)	Requirements For Contractor Personnel Performing in USSOUTHCOM Area of Responsibility	OCT 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic

Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this

purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- ____ (ii) Alternate I (Oct 1995) of 52.219-7.
- ____ (iii) Alternate II (Mar 2004) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (Nov 2016) of 52.219-9.
- ____ (iii) Alternate II (Nov 2016) of 52.219-9.
- ____ (iv) Alternate III (Nov 2016) of 52.219-9.
- ____ (v) Alternate IV (Nov 2016) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- ____ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ____ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ____ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- ____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- X (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

_____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of contract expiring.**

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.217-7028 OVER AND ABOVE WORK. (DEC 1991)

(a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

- (i) Within the general scope of the contract;
- (ii) Not covered by the line item(s) for the basic work under the contract; and
- (iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

- (1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the

type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)

(a) Definitions. As used in this clause--

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France

Germany
Greece
Israel
Italy
Japan
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1 Services Only

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N68836
Admin DoDAAC	N68836
Inspect By DoDAAC	N60514
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N60514
Service Acceptor (DoDAAC)	N60514
Accept at Other DoDAAC	N/A
LPO DoDAAC	N60514
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Shawn Stacey
(757) 458-4830
Shawn.Stacey@gtmo.navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Shawn Stacey
(757) 458-4830
Shawn.Stacey@gtmo.navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) **0001 through 0015** are incrementally funded. For this/these item(s), the sum of **\$0.00** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional

funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract: **This contract is awarded subject to the availability of funds pursuant to FAR 52.232-18.**

June 30, 2017: \$3,436,592.99

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified **ALL** of the contractor services performed under this contract as essential contractor services in support of mission-essential functions.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract. **Separate plan is not required since all services are mission essential.**

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General

Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address.

(End of clause)

FREEDOM OF INFORMATION ACT (FOIA)

UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

Contact: Steven Palmer

FOIA Officer
NAVSUP FLC Jacksonville
110 Yorktown Avenue, 3rd Floor
Jacksonville, Florida 32212
Phone: (904) 542-3824
Fax: (904) 542-1044
Email: steven.w.palmer@navy.mil

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

SUBSTITUTION OR ADDITION OF PERSONNEL

- (a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The Contractor agrees that during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but no the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

PERSONNEL QUALIFICATIONS (MINIMUM)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Contracting Officer/Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in contracts/delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer/Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories	Minimum Requirements
Project Manager	PWS Section C 22.5.1
Ferry and Harbor Tug Craftmaster	PWS Section C 22.5.2
Harbor Pilot	PWS Section C 22.5.3
Senior Maintenance Engineer	PWS Section C 22.5.4
Operations Manager	PWS Section C 22.5.5

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be

made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Contracting Officer, NAVSUP, Fleet Logistics Center Jacksonville

ADDRESS: 110 Yorktown Blvd., Jacksonville, FL 32212